



MOORE COUNTY BOARD OF COMMISSIONERS

TUESDAY, JUNE 20, 2023, 5:30 P.M.

REGULAR MEETING

CALL TO ORDER

INVOCATION – *Rev. John Kane, St. Anthony of Padua Catholic Church*

PLEDGE OF ALLEGIANCE – *Wayne Vest, County Manager*

I. PUBLIC COMMENT PERIOD (*Procedures are attached to agenda.*)

II. ADDITIONAL AGENDA

CHAIRMAN – *Does any Commissioner have a conflict of interest concerning agenda items the Board will address in this meeting?*

III. APPROVAL OF CONSENT AGENDA

All items listed below are considered routine and will be enacted by one motion. No separate discussion will be held except on request of a member of the Board of Commissioners.

- A. Minutes: June 6, 2023, Regular Meeting
- B. Tax Releases/Refunds – May 2023
- C. Budget Amendments
- D. FY24 MOU between Transportation Services and Department of Aging
- E. Resolution Authorizing Upset Bid Process for LRK# 00025045 at Inverrary and West Lake Roads in Pinehurst No. 7
- F. FY24 Activity 117 Public Health Infrastructure: Local Workforce Development

IV. RECOGNITIONS

V. PRESENTATIONS

- A. Planning – Update on NCDOT Proposed Roadway Projects (*Matt Kitchen, NCDOT*)

VI. PUBLIC HEARINGS

- A. Public Hearing/Administration – FY24 Proposed Budget (*Wayne Vest, County Manager*)

- B. Public Hearing/GIS – Amendment to the Moore County Road Name and Addressing Ordinance to Add One Road (*Rachel Patterson, GIS Manager*)
- C. Public Hearing/Planning – Conditional Rezoning Request: Rural Agricultural to Rural Agricultural Conditional Zoning – South Carbonton Road (*Debra Ensminger, Planning Director*)

VII. OLD BUSINESS

VIII. NEW BUSINESS

- A. Planning – Request for Approval of a Resolution Adopting the Metropolitan Planning Area Map for the Sandhills Area Metropolitan Planning Organization (*Scott Walston, NCDOT*)
- B. Human Resources – Request for Approval of Amendment #2 to Administrative Services Agreement with First Carolina Care Insurance Company (*Dawn Gilbert, Human Resources Director*)
- C. Public Works – Request for Approval of Contract for Raw Sewage Pumps Purchase for Water Pollution Control Plant (*Randy Gould, Public Works Director*)
- D. Transportation – Request for Approval of FY23/24 Contract for Services with Monarch (*Sonia Biggs, Transportation Director*)
- E. Transportation – Request for Approval of FY24/25 Memorandum of Understanding with Monarch (*Sonia Biggs, Transportation Director*)
- F. Transportation – Request for Approval of FY24/25 Unified Grant Application: Phase 1 – Pre-Application Documents (*Sonia Biggs, Transportation Director*)
- G. Administration – Request for Approval of Resolution Supporting Increase in Interbasin Transfers (*Wayne Vest, County Manager / Randy Gould, Public Works Director*)

IX. APPOINTMENTS

- A. Town of Cameron Planning Board ETJ
- B. Town of Vass Board of Adjustment ETJ
- C. Moore County Transportation Advisory Board
- D. Sandhills Area Metropolitan Planning Organization Transportation Advisory Committee
- E. Triangle Area Rural Planning Organization Transportation Advisory Committee
- F. Land Use Plan Steering Committee: Establish Positions to be Represented

X. ADDITIONAL AGENDA

XI. MANAGER'S REPORT

XII. COMMISSIONERS' COMMENTS

XIII. CLOSED SESSION – *pursuant to N.C.G.S. 143-318.11(a)(3)*

ADJOURNMENT

UPCOMING MEETINGS:

- **EMWD Special Meeting**, Thursday, June 22, 9:45am
- **Special Meeting**, Thursday, June 22, 10:00am
- **Opioid TF/Review & Recommendation Committee**, Thursday, June 22, 12:00pm (*Ritter/Quis*)
- **Board of Health**, Monday, July 10, 6:00pm (*Cook*)
- **Sandhills Center Board**, Tuesday, July 11, 7:00pm (*Picerno*)
- **Pre-Agenda Meeting**, Wednesday, July 12, 9:30am (*Von Canon / Picerno*)
- **Fire Commission**, Thursday, July 13, 6:00pm (*Von Canon*)
- **Regular Meeting**, Tuesday, July 18, 5:30pm
- **Library Board**, Wednesday, July 19, 1:00pm (*Ritter*)
- **Pre-Agenda Meeting**, Wednesday, July 26, 9:30am (*Ritter / Picerno*)

PUBLIC COMMENT PROCEDURES
MOORE COUNTY BOARD OF COMMISSIONERS

The Moore County Board of Commissioners is committed to allowing members of the public an opportunity to offer comments and suggestions for the efficient and effective administration of government. In addition to public hearings, a special time is set aside for the purpose of receiving such comments and suggestions. All comments and suggestions addressed to the Board during the Public Comment Period shall be subject to the following procedures:

- 1. The Public Comment period will be held at the beginning of the Board meeting. The comment period will be limited to a maximum of thirty minutes.*
- 2. Persons who wish to address the Board during the Public Comment Period will register on a sign-up sheet available on the table outside the entrance door to the Commissioners' Meeting Room indicating contact information and topic. Sign-up sheets will be available beginning 30 minutes before the start of the meeting. No one will be allowed to have his/her name placed on the list by telephone request to County Staff.*
- 3. Each person signed up to speak will have three (3) minutes to make his/her remarks. Each person signed up to speak will only be entitled to the time allotted to each speaker and one additional time period which may be yielded to him/her by another individual who has also signed up to speak on a particular topic.*
- 4. Speakers will be acknowledged by the Board Chairperson in the order in which their names appear on the sign-up sheet. Speakers will address the Board from the lectern at the front of the room and begin their remarks by stating their name and address.*
- 5. Public comment is not intended to require the Board to answer any impromptu questions. Speakers will address all comments to the Board as a whole and not one individual commissioner. Discussions between speakers and members of the audience will not be allowed.*
- 6. Speakers will be courteous in their language and presentation. Matters or comments which are harmful, discriminatory or embarrassing to any citizens, official or employee of Moore County shall not be allowed. Speaker must be respectful and courteous in their remarks and must refrain from personal attacks and the use of profanity.*
- 7. Only one speaker will be acknowledged at a time. If the time period runs out before all persons who have signed up get to speak, those names will be carried over to the next Public Comment Period.*
- 8. Any applause will be held until the end of the Public Comment Period.*
- 9. Speakers who have prepared written remarks or supporting documents are encouraged to leave a copy of such remarks and documents with the Clerk to the Board.*
- 10. Speakers shall not discuss any of the following: matters which concern the candidacy of any person seeking public office, including the candidacy of the person addressing the Board; matters which are closed session matters, including but not limited to matters within the attorney-client privilege, anticipated or pending litigation, personnel, property acquisition, matters which are made confidential by law; matters which are the subject of public hearings.*
- 11. Information sheets outlining the process for the public's participation in Board meetings will also be available in the rear of the Commissioner's Meeting Room.*
- 12. Action on items brought up during the Public Comment Period will be at the discretion of the Board.*

Adopted on the 5th day of March 2007 by a 5 to 0 vote of the Moore County Board of Commissioners.

Revised on the 7th day of April 2015.

Revised on the 7th day of February 2017.



MOORE COUNTY BOARD OF COMMISSIONERS

TUESDAY, JUNE 6, 2023, 10:30 A.M.

REGULAR MEETING

The Moore County Board of Commissioners convened for a Regular Meeting at 10:30am, Tuesday, June 6, 2023, in the Commissioners' Meeting Room of the Historic Courthouse, One Courthouse Square, Carthage, North Carolina.

Commissioners Present:

Chairman Nick Picerno, Vice Chairman Frank Quis, Jim Von Canon, John Ritter, Kurt Cook

Chairman Picerno called the meeting to order and welcomed everyone. Pastor Jim Boyte of Good News Community Church offered the invocation and GIS Manager Rachel Patterson led the Pledge of Allegiance.

PUBLIC COMMENT PERIOD

The following offered comments: Jay Workman, Donald Boito, Robert Farrell, Wendy Butner, and David Hensley.

ADDITIONAL AGENDA

Chairman Picerno made a motion to remove from the agenda an item on the consent agenda which was a resolution in support of Senate Bill 2023-675. He shared that a task force meeting would be held the next Thursday so that Planning Director could discuss the pros and cons. Commissioner Quis seconded the motion to remove the item from the agenda and the motion carried 5-0.

CONSENT AGENDA

Upon motion made by Commissioner Von Canon, seconded by Commissioner Ritter, the Board voted 5-0 to approve the following consent agenda items:

Minutes: May 16, 2023, Regular Meeting

Budget Amendments

FY24 Juvenile Crime Prevention Council Funding Plan

Courthouse and Detention Building Capital Project Ordinance Revision 14

Deed of Dedication for Gretchen Pines Phase 4

Amendment No. 1 to Contract w/ McGill Associates for Water Pollution Control Plant

Amendment No. 1 to Contract w/ LKC Engineering for Phase 2 Interceptor Sewer Project

Resolution Recommending NCDOT Add Roads in the Juniper Ridge Subdivision General Management Contract with Moore County Airport

The budget amendments, project ordinance revision, and NCDOT resolution are hereby incorporated as a part of these minutes by attachment as Appendices A, B, and C, respectively.

Chairman Picerno asked whether any commissioner had a conflict of interest concerning agenda items the Board would address in the meeting and there was none.

RECOGNITIONS

World Elder Abuse Awareness Day Proclamation

Adult Services Social Worker Angie Smith read a proposed proclamation for World Elder Abuse Awareness Day. Upon motion made by Commissioner Ritter, seconded by Commissioner Von Canon, the Board voted 5-0 to proclaim June 15, 2023, as World Elder Abuse Awareness Day in Moore County. The proclamation is hereby incorporated as a part of these minutes by attachment as Appendix D.

National Scleroderma Awareness Month Proclamation

Commissioner Kurt Cook presented for the Board's consideration a proclamation for National Scleroderma Awareness Month and shared that this disease affected him personally. Chairman Picerno read the proclamation. Chairman Picerno made a motion, seconded by Commissioner Von Canon, to declare June 2023 as National Scleroderma Awareness Month in Moore County. Chairman Picerno expressed his thankfulness for treatment that Commissioner Cook had been able to receive and for him being a member of the Board. The motion carried 5-0 and the proclamation is hereby incorporated as a part of these minutes by attachment as Appendix E.

Resolution Commemorating the Dedication of the Old Scotch Graveyard

Commissioner John Ritter read a proposed resolution commemorating the recent Moore County Historical Association's dedication of the Old Scotch Graveyard. Commissioner Ritter made a motion, seconded by Commissioner Von Canon, to adopt the resolution commemorating the dedication of the Old Scotch Graveyard. Association members Gene Schoenfelder, Kay Davis Brown, and Bill Edsel were introduced. The motion to adopt the resolution carried 5-0 and on behalf of the Board, Commissioner Ritter presented a copy of it to the Association members. The resolution is hereby incorporated as a part of these minutes by attachment as Appendix F. Commissioner Quis stated that it was a pleasure to attend the dedication and he encouraged everyone to visit the site. (Commissioners, Ritter, Cook, and Von Canon also attended the dedication ceremony held on June 4, 2023.)

PRESENTATIONS

Finance – Quarterly Fiscal Report for Sandhills Center for Mental Health/Developmental Disabilities/Substance Abuse Services

Assistant Finance Director Chris Morgan presented the quarterly fiscal report for Sandhills Center for Mental Health/Developmental Disabilities/Substance Abuse Services. Chairman Picerno asked Mr. Morgan to repeat the revenue and expenditure amounts and he did so, and Chairman Picerno asked him how many months that was for, and he said three. Chairman Picerno noted that he sat on the Sandhills Center Board and their budget request had gone up significantly for the coming year, and he was not seeing results, so it needed work.

PUBLIC HEARINGS

Call to Public Hearing/GIS – Amendment to the Moore County Road Name and Addressing Ordinance to Add One Road

GIS Manager Rachel Patterson requested the Board call a public hearing regarding an amendment to the Moore County Road Name and Addressing Ordinance. Upon motion made by Commissioner Quis, seconded by Commissioner Cook, the Board voted 5-0 to call a public hearing on June 20, 2023, at 5:30pm to consider an amendment to the Moore County Road Name and Addressing Ordinance to add one road.

Call to Public Hearing/Planning – Conditional Rezoning Request: Rural Agricultural to Rural Agricultural Conditional Zoning – South Carbonton Road

Planning Director Debra Ensminger requested the Board call a public hearing regarding a conditional rezoning request. Upon motion made by Commissioner Von Canon, seconded by Commissioner Cook, the Board voted 5-0 to call for a Public Hearing on June 20, 2023, at 5:30pm for a Conditional Rezoning from Rural Agricultural (RA) to Rural Agricultural Conditional Zoning (RA-CZ) to construct a 255' antenna support structure with a 4' lightning rod for a Wireless Communication Facility on an approximately 0.11-acre portion of one parcel of approximately 645.21 acres located on S Carbonton Rd., owned by Jordan Two, LLC, per Deed Book 5072 Page 207 and further described as ParID 00003417 in Moore County tax records.

Public Hearing/Planning – Text Amendments to the Unified Development Ordinance: Freight Terminals – *continued from May 16, 2023*

The hearing on text amendments to the Unified Development Ordinance regarding freight terminals was continued from May 16, 2023, and Chairman Picerno asked County Attorney Misty Leland to summarize the information for the two commissioners who were absent from the May 16 meeting. Ms. Leland requested that Planning Director Debra Ensminger provide introduction and Chairman Picerno agreed. Ms. Ensminger provided the background, emphasizing that this hearing regarded only the text amendment, and not specifically Mr. Angus McDonald's property which was discussed extensively during the hearing on May 16, 2023. Chairman Picerno noted he believed that was where the issue "got out of whack," and he reviewed that this was only a text amendment request, not a specific use for which Mr. McDonald would have to be granted a Special Use Permit. He indicated it may have been an oversight in the ordinance and Ms. Ensminger concurred that it was never added to the table of uses. Commissioner Ritter said he saw the importance of making that clarification. Ms. Leland noted also that she had discussed federal pre-emption law and that local government could not overrule federal law. She said if Mr. McDonald decided to pursue the use, an analysis would have to be done (regarding the County's authority). Commissioner Von Canon noted that if the County regulated the freight terminal, special conditions could be put in place, whereas if it were controlled by the railroad, that would not be the case.

Chairman Picerno reopened the public hearing regarding this matter.

Mr. Keith Doever discussed briefly concerns about certain areas such as the lake, etc. but said he would wait (until such time as a special use permit request came forth).

Mr. Gilliam Merrill expressed concern from residents that he wanted the Board to keep in mind.

Mr. Bill McCord thanked the Board for information about the process and asked when there would be a hearing. Chairman Picerno said it would depend on the applicant and if he wished to pursue it (the special use permit).

Mr. McCord discussed federal versus local authority and said it seemed an environmental impact, etc. would need to be completed.

Mr. Mark Collins shared that he was the closest resident to the potential freight terminal in Seven Lakes and he discussed concerns about impacts to the community.

There being no further speakers, Chairman Picerno closed the public hearing.

Upon motion made by Commissioner Cook, seconded by Commissioner Von Canon, the Board voted 5-0 to approve the Land Use Plan Consistency Statement and authorize the Chairman to execute the document as required by North Carolina General Statute 160D-604. Upon motion made by Commissioner Cook, seconded by Commissioner Ritter, the Board voted 5-0 to approve the proposed text amendment to the Moore County Unified Development Ordinance. The consistency statement and Ms. Ensminger's staff report are hereby incorporated as a part of these minutes by attachment as Appendix G.

Chairman Picerno called for a brief recess and the Board reconvened after a few minutes.

NEW BUSINESS

Human Resources – Request for Approval of Workers' Compensation and Liability and Property Proposals w/ NCACC Risk Management Pool

Human Resources Director Dawn Gilbert introduced Mr. Michael Felts with the NC Association of County Commissioners and she then presented a request for approval of the workers compensation and liability and property proposals with the NCACC Risk Management Pool. Chairman Picerno noted a 25% increase in the liability and property and asked why. Mr. Felts provided some background information on Moore County's participation in the risk pool noting the County was a charter member of each pool. He also shared his professional background which included service as a county manager. Mr. Felts then explained that the increases were an industry-wide and nationwide issue and resulted from a "perfect storm" of rising property costs, inflation, supply chain issues, environmental impacts, and lower investment returns. Money had been pulled out of the market, so costs went up. He said, however, that they were seeing signs of stabilization, and he noted that the NCACC risk pools were not profit-motivated. Chairman Picerno asked if the County could get a cheaper cost in the private market and Mr. Felts said he did not think so but would get a quote and help evaluate it if desired. Chairman Picerno asked for confirmation that this item was budgeted and County Manager Wayne Vest said yes. Upon motion made by Chairman Picerno, seconded by Commissioner Cook, the Board voted 5-0 to approve the FY24 proposals with the NCACC Risk Management Pool for Workers' Compensation and Liability & Property coverage.

Planning – Request for Approval of Resolution and Interlocal Agreement with Foxfire Village to Exercise the County's Planning, Zoning, and Development Jurisdiction within the ETJ of Foxfire Village Due to a Split Jurisdiction Issue

Planning Director Debra Ensminger presented a request for approval of an interlocal agreement with Foxfire Village for the County to exercise its planning, zoning, and development authority due to a split jurisdiction issue. Upon motion made by Commissioner Quis, seconded by Commissioner Cook, the Board voted 5-0 to adopt a Resolution and Interlocal Agreement with Foxfire Village authorizing Moore County to exercise sole jurisdiction for planning, zoning, and development of the property described therein within the extraterritorial jurisdiction of Foxfire Village and authorize the Chairman to sign all necessary documents related to the approval. The resolution is hereby incorporated as a part of these minutes by attachment as Appendix H.

Airport – Request for Approval of County's Assignment of Interest in Land Lease with Tango Sierra, LLC to Moore County Airport Authority

Moore County Airport Director Ron Maness requested the Board's approval of the assignment of interest in a land lease with Tango Sierra, LLC, as the Authority had the opportunity to purchase the hangar. Upon motion made by Commissioner Ritter, seconded by Commissioner Quis, the Board voted 5-0 to approve the County's assignment of its interest in the land lease with Tango Sierra, LLC to Moore County Airport Authority and authorize the Chairman to sign the Assignment and any other documents necessary to effectuate the assignment.

Mr. Maness noted that during all his time at the Airport, he had never seen more capital projects than he had in the last ten months. He shared that they required an incredible amount of time from the County's finance staff, and he commended them. Chairman Picerno expressed his appreciation and said the Board could not agree more.

Property Management – Request for Approval of Contract for Purchase of LG Stack Chiller for Existing Court Facility

Property Management Director Gene Boles requested the Board's approval of a contract to purchase a chiller for the existing court facility. Chairman Picerno asked if the money was in the budget and County Manager Wayne Vest said yes. Commissioner Von Canon made a motion, seconded by Commissioner Ritter, to approve the contract with Baker Mechanical, Inc. to purchase a LG Stack Chiller in the amount of \$215,500 and authorize the Chairman to sign. Commissioner Cook inquired regarding the cost of the temporary rental that was being used and Mr. Boles said it was about \$6,800/month. The motion to approve the contract carried 5-0.

Health – Request for Approval of FY24 Activity 117 Public Health Infrastructure and Local Workforce Development

Interim Health Director Matt Garner requested the Board's approval to accept FY24 Activity 117 Public Health Infrastructure: Local Workforce Development funding. Chairman Picerno asked if the funds could be used to supplant funds already in the Health Department budget and Mr. Garner said he was not sure but could get an answer. Chairman Picerno asked if it was a time of the essence matter and Mr. Garner indicated it could wait until the next meeting. Upon motion made by Chairman Picerno, seconded by Commissioner Von Canon, the Board voted 5-0 to table this item until the June 20, 2023, 5:30pm Regular Meeting.

Health – Request for Approval of Contract for School Nursing Services

Interim Health Director Matt Garner requested the Board's approval of a contract for school nursing services. Upon motion made by Commissioner Von Canon, seconded by Commissioner Ritter, the Board voted 5-0 to approve the service contract agreement between the County of Moore on behalf of the Moore County Health Department, and Moore County Schools, which covers the provision of salary and fringe for one school nurse employed by Moore County Schools as per the NCDHHS FY24 Activity 803 School Nurse Funding Initiative Grant.

Public Safety – Request for Adoption of Resolution for Insurance District Changes

Public Safety Director Bryan Phillips requested the Board's approval of a resolution for adoption of insurance district boundaries in the unincorporated portion of Moore County for fire protection between the County of Moore and Cypress Pointe Fire and Rescue, Fagansville (Carthage Fire), Highfalls, Elise (Robbins Fire), The Pines (Southern Pines Fire) Rural Fire Insurance Districts exclusive of current or future municipal town limits and as represented in the GIS-produced maps certified by the Fire Marshal and effective July 1, 2023. Upon motion made by Chairman Picerno, seconded by Commissioner Cook, the Board voted 5-0 to approve the resolution. The resolution is hereby incorporated as a part of these minutes by attachment as Appendix I.

Public Safety – Request for Approval of Memorandum of Agreement and Budget Amendment for NC Emergency Management Grant Program

Public Safety Director Bryan Phillips asked the Board to approve a memorandum of agreement and related budget amendment for the NC Emergency Management Grant Program. Upon motion made by Commissioner Von Canon, seconded by Commissioner Cook, the Board voted 5-0 for the County to enter into a Memorandum

of Agreement with the NC Department of Crime Control and Public Safety, Division of Emergency Management for the grant, approve the budget amendment, and allow the County Manager to sign all required documents upon approval from the County Attorney and Finance Director. The budget amendment is hereby incorporated as a part of these minutes by attachment as Appendix J.

Public Works – Request for Approval of Resolutions for System Development Fees for Moore County Public Utilities and Water Pollution Control Plant

Public Works Director Randy Gould requested the Board's approval of resolutions for system development fees. Upon motion made by Commissioner Cook, seconded by Commissioner Von Canon, the Board voted 5-0 to approve the resolutions for system development fees for Public Utilities and the Water Pollution Control Plant. The resolutions are hereby incorporated as a part of these minutes by attachment as Appendix K.

Public Works – Request for Approval of Contract with Sunbelt Rentals for Setup and Rental of Emergency Bypass Pumps at the Water Pollution Control Plant

Public Works Director Randy Gould requested approval of a contract for set-up and rental of emergency bypass pumps at the Water Pollution Control Plant. Upon motion made by Chairman Picerno, seconded by Commissioner Ritter, the Board voted 5-0 to award and approve the contract with Sunbelt Rentals, Inc. for the set-up and rental of the emergency bypass pumps at the Water Pollution Control Plant raw sewage pump station and authorize the Chairman to sign.

Public Works – Request for Approval of Engineering Agreement with MBD Consulting Engineers for the Moore County 2023 Waterlines Project

Public Works Director Randy Gould requested approval of an engineering agreement for the 2023 waterlines project. Upon motion made by Commissioner Quis, seconded by Commissioner Cook, the Board voted 5-0 to approve the engineering agreement with MBD Consulting Engineers, P.A. for the Moore County 2023 Waterlines Project and authorize the Chairman to sign.

Public Works – Request for Approval of Change Order No. 1 to Contract 4 (Temple Grading) of the Vass Phase 2 Sewer Extension Project

Public Works Director Randy Gould requested approval of a change order to the contract with Temple Grading for the Vass Phase 2 Sewer Extension Project, decreasing the amount of an upgrade that a developer decided not to pursue. Commissioner Von Canon inquired regarding if the developer in the future decided he wanted to move forward, and Mr. Gould explained that the County's ordinance would make it the developer's responsibility. There was brief discussion and upon motion made by Chairman Picerno, seconded by Commissioner Von Canon, the Board voted 5-0 to approve Change Order No. 1 with Temple Grading for Contract 4 of the Vass Phase 2 Sewer Extension Project and authorize the Chairman to sign.

Public Works – Request for Approval of Software License and Service Agreement with Data Transfer Solutions for Work Orders and Asset Management

Public Works Director Randy Gould requested the Board's approval of an agreement with Data Transfer Solutions, and he introduced a representative of the company present at the meeting. Upon motion made by Commissioner Cook, seconded by Commissioner Quis, the Board voted 5-0 to approve and authorize the Chairman to execute the Software License and Service Agreement and Agreement Addendum with Data Transfer Solutions, Inc. (DTS) for work orders and asset management.

Public Works – Request for Approval of Water Purchase Agreement with Town of Southern Pines

Public Works Director Randy Gould presented for the Board's approval a water purchase agreement with the Town of Southern Pines. He noted that it was previously brought to the Board on March 9, but comment had not been received back from Southern Pines at that time and they had some changes. Upon motion made by Chairman Picerno, seconded by Commissioner Quis, the Board voted 5-0 to approve the water purchase resolution and contract with the Town of Southern Pines which provides for the purchase of up to 1.0 MGD and includes a two-year phase-in increase in the rate per 1,000 gallons.

APPOINTMENTS

Chairman Picerno asked County Attorney Misty Leland to read a rule from the Board's Rules of Procedure as there were so many appointments to be addressed and he wanted to follow this particular procedure. Ms. Leland read Rule 11 under Powers of the Chairman which stated a member must be recognized by the Chairman to speak. Chairman Picerno said he would lead the appointments and if someone wished to make an appointment to please indicate with their hand to be recognized.

ABC Board

Upon motion made by Commissioner Cook, seconded by Commissioner Von Canon, the Board voted 5-0 to reappoint Tom Adams to the Moore County ABC Board. Upon motion made by Commissioner Quis, seconded by Commissioner Ritter, the Board voted 5-0 to reappoint Jerrell Seawell to the Moore County ABC Board.

Sandhills Community College Board of Trustees

Upon motion made by Commissioner Von Canon, seconded by Commissioner Cook, the Board voted 4-1 (*Von Canon, Cook, Picerno, Ritter – for; Quis – opposed*) to appoint Beth Ann Pratte to the Sandhills Community College Board of Trustees.

Human Resources Appeals Committee

Upon motion made by Commissioner Von Canon, seconded by Commissioner Cook, the Board voted 5-0 to reappoint Lisa Coyle to the Human Resources Appeals Committee.

Juvenile Crime Prevention Council

Upon motion made by Chairman Picerno, seconded by Commissioner Von Canon, the Board voted 5-0 to appoint Chris Morgan to the Juvenile Crime Prevention Council.

Library Board of Trustees

Upon motion made by Commissioner Ritter, seconded by Commissioner Von Canon, the Board voted 5-0 to appoint Donald McCaskill to the Library Board of Trustees.

Local Emergency Planning Committee

Upon motion made by Commissioner Von Canon, seconded by Commissioner Cook, the Board voted 5-0 to reappoint Bryan Phillips and Scot Brooks to the Local Emergency Planning Committee.

Planning Board

Upon motion made by Commissioner Von Canon, seconded by Commissioner Cook, the Board voted 5-0 to appoint Ray Daly and Ron Jackson to the Planning Board. Upon motion made by Commissioner Von Canon, seconded by Commissioner Cook, the Board voted 5-0 to appoint Joseph Garrison as Chairman of the Planning Board.

Social Services Board

Upon motion made by Commissioner Von Canon, seconded by Commissioner Cook, the Board voted 5-0 to appoint Nikki Bradshaw to the DSS Board.

Southern Pines Planning Board ETJ

Upon motion made by Commissioner Von Canon, seconded by Commissioner Ritter, the Board voted 5-0 to appoint John Earp and Andy Bleggi as ETJ members of the Town of Southern Pines Planning Board.

Clerk to the Board Laura Williams asked if the Board could state for the record that the terms of each appointment made would be consistent with the terms stated in the meeting packet documents. Upon motion made by Chairman Picerno, seconded by Commissioner Von Canon, the Board voted 5-0 that the terms be as written in the packet. This established the terms as follows:

ABC Board – three-year terms expiring June 30, 2026

Sandhills Community College Board of Trustees – four-year term commencing July 1, 2023, and expiring June 30, 2027

Human Resources Appeals Committee – three-year term expiring June 30, 2026

Juvenile Crime Prevention Council – two-year term commencing July 1, 2023, and expiring June 30, 2025

Library Board of Trustees – three-year term commencing July 1, 2023, and expiring June 30, 2026

Local Emergency Planning Committee – three-year term expiring June 30, 2026

Planning Board – members for three-year terms commencing July 1, 2023, and expiring June 30, 2026, and chairman for FY24 fiscal year (July 1, 2023, to June 30, 2024)

Social Services Board – three-year term commencing July 1, 2023, and expiring June 30, 2026

Southern Pines Planning Board ETJ – three-year terms commencing May 9, 2023, and expiring May 9, 2026

COMMISSIONERS' COMMENTS

Commissioner Cook asked everyone to check their calendars regarding availability to observe the Big Green Monster recycling in Davidson County. Chairman Picerno said to send the dates to the Clerk.

Commissioner Von Canon shared that the American Legion had offered to supply American flags to any classrooms that did not have them, and he said Rep. Ben Moss had also supplied North Carolina flags for the schools.

Commissioner Ritter said it was a pleasure to be present and it had been a successful, long meeting.

Chairman Picerno noted that his previous comments regarding Sandhills Center were not regarding the employees but the overall operation rather and he discussed the importance of making a dent in mental health issues. He shared that the legislature was considering reducing the number of LMEs from six to four. He said that Sandhills Center was the fifth largest.


ADJOURNMENT

There being no further business, upon motion made by Commissioner Von Canon, seconded by Commissioner Ritter, the Board voted 5-0 to adjourn the June 6, 2023, Regular Meeting of the Moore County Board of Commissioners at 12:32pm.

Nick Picerno, Chairman

Laura M. Williams, Clerk to the Board

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Gary E. Briggs, Tax Administrator
DATE: June 8, 2023
SUBJECT: Tax Releases/Refunds – Month of May 2023
PRESENTER: Gary Briggs 

AGENDA PLACEMENT: Consent Agenda

REQUEST:

6 real/personal/motor vehicle releases totaling \$2,306.72
50 real/personal/motor vehicle relief-refunds totaling \$14,804.61.

113 releases/refunds of less than \$100 each totaling \$4,055.57 were sent to the County Finance Officer for approval.

BACKGROUND:

The records have been checked and these releases/refunds verified; therefore, the Tax Administrator is asking for approval of the release/refund requests. According to General Statute 105-381, a taxpayer who has paid his taxes may request a refund (in writing) for the amount that was paid or billed through error. Additionally, General Statute 105-330 allows for a refund/release of certain motor vehicle bills. The attached sheets give the information for the taxpayers' reasons for their release/refund requests.

IMPLEMENTATION PLAN:

Through month-end procedures and by Tax Department Staff.

FINANCIAL IMPACT STATEMENT:

Total - \$17,111.33 (breakdown attached)

RECOMMENDATION SUMMARY:

These release/refund requests are approved as shown on the attached sheets.

SUPPORTING ATTACHMENTS:

Release/Refund Requests
Resolutions

REAL ESTATE / PERSONAL PROPERTY

RELEASES

OVER - \$100

May-23

<u>BILL YEAR</u>	<u>BILL NUMBER</u>	<u>NAME</u>	<u>REASON</u>	<u>AMOUNT</u>
2022	1001053	BOYD, MATHEW JAMES	MILITARY	\$454.30
2022	1001614	DEW, DAVID WAYNE	VEHICLE REGISTERED IN ANOTHER STATE - NO GAP	\$560.69
2022	1000865	DYE, TIMOTHY NORMAN	MILITARY	\$479.96
2022	85939	PROVENCHER, DARRICK ADAMS	MILITARY	\$291.02
2021	91734	PROVENCHER, DARRICK ADAMS	MILITARY	\$304.24
2021	1001293	PROVENCHER, DARRICK ADAMS	MILITARY	\$216.51
TOTAL				\$2,306.72

VTS/REAL ESTATE/PERSONAL PROPERTY

RELIEF - REFUNDS

OVER - \$100

May-23

<u>Bill Year</u>	<u>Bill Number</u>	<u>Customer Name</u>	<u>Reason</u>	<u>Refund Amount</u>
2022	50613	BAKER, MICHAEL MATTHEW	ORDER OF BOARD OF EQUALIZATION & REVIEW	\$277.82
2022	67099	BOWMAN, ANDREW	ORDER OF BOARD OF EQUALIZATION & REVIEW	\$447.61
2022	54454	BOZZA, WALTER	ORDER OF BOARD OF EQUALIZATION & REVIEW	\$265.22
2022	VTS - 0065325921	BRISKE, TODD CHRISTIAN	MILITARY	\$103.19
2022	VTS - 0064023251	BROWN, EVAN ALBERT	TAG SURRENDER	\$211.11
2022	43150	CHAMBERLAIN, HAROLD ALAN	EXEMPTION REMOVED IN ERROR	\$1,908.58
2022	67166	COLLINS, ERIC	ORDER OF BOARD OF EQUALIZATION & REVIEW	\$277.82
2022	VTS - 0069748545	CUSUMANO, BRIAN RAY	TAG SURRENDER	\$624.75
2022	39954	DAWSON, JEFFREY & JEANANN	ORDER OF BOARD OF EQUALIZATION & REVIEW	\$277.82
2022	VTS - 0069848343	DEAL, SARAH ANDREA	MILITARY	\$435.77
2022	15213	FAIRVIEW BAPTIST CHURCH OF WEST END	ORDER OF BOARD OF EQUALIZATION & REVIEW	\$306.98
2022	50848	FINN, ANTHONY J	ORDER OF BOARD OF EQUALIZATION & REVIEW	\$454.22
2022	VTS - 0070468575	GABRIEL, JOSEPH PIUS	TAG SURRENDER	\$566.99
2022	VTS - 0070857904	GARRY, BRENDA LOUISE	TAG SURRENDER	\$103.32
2022	24112	HANSON, HERBERT A JR &	ORDER OF BOARD OF EQUALIZATION & REVIEW	\$372.60
2021	VTS - 0067043289	HARRIS, ROBERT & REBECCA	TAG SURRENDER	\$342.79
2022	67091	HICE, DION	ORDER OF BOARD OF EQUALIZATION & REVIEW	\$447.61
2022	37121	HINTZ, MELISSA	ORDER OF BOARD OF EQUALIZATION & REVIEW	\$438.79
2022	VTS - 0072119103	HORNE, JAMES	TAG SURRENDER	\$106.15
2022	VTS - 0049718171	JAMISON, JAMES & BRENDA	TAG SURRENDER	\$107.80
2022	VTS - 0069518760	KELLEY, JESSICA & HYMAN, NATHAN	TAG SURRENDER	\$438.37
2022	45636	KELLY, CURTIS	ORDER OF BOARD OF EQUALIZATION & REVIEW	\$435.84
2022	VTS - 0072120475	LASSITER, CHRISTOPHER GARNER	INCORRECT VALUE	\$100.80
2022	VTS - 0054205697	LEAHY, ANNE MUELLER	TAG SURRENDER	\$122.29

VTS/REAL ESTATE/PERSONAL PROPERTY

RELIEF - REFUNDS

OVER - \$100

May-23

<u>Bill Year</u>	<u>Bill Number</u>	<u>Customer Name</u>	<u>Reason</u>	<u>Refund Amount</u>
2022	VTS - 0070667053	LONGLEAF TRUSS COMPANY	TAG SURRENDER	\$154.56
2021	VTS - 0048303506	LUSSIER, TIMOTHY VICTOR	TAG SURRENDER	\$108.82
2021	VTS - 0068382525	MATHEWS, TANYA ERINN	TAG SURRENDER	\$148.74
2022	VTS - 0057328092	MCDUGALD, JAMES & ALTHEA	TAG SURRENDER	\$196.52
2022	VTS - 0045788455	MCNEILL, GEORGE FRANKLIN	TAG SURRENDER	\$180.87
2022	12029	NEWMAN, ROY DALE & JAMIE LEIGH	ORDER OF BOARD OF EQUALIZATION & REVIEW	\$181.01
2022	71070	NEWMAN, ROY DALE & JAMIE LEIGH	ORDER OF BOARD OF EQUALIZATION & REVIEW	\$198.97
2022	VTS - 0064151795	POPE, DAVID EARL	TAG SURRENDER	\$348.17
2022	62986	RING, MARCELLA BRYANT	ORDER OF BOARD OF EQUALIZATION & REVIEW	\$189.12
2022	50462	RING, MARCELLA BRYANT	ORDER OF BOARD OF EQUALIZATION & REVIEW	\$395.21
2022	VTS - 0069148170	SCANTLIN, VAL KEITH & LORRAINE	TAG SURRENDER	\$152.51
2022	VTS - 0066713150	SCHESSO, DYLAN SEAN	MILITARY	\$250.24
2022	VTS - 0069029500	SCHNETZLER, CORT	MILITARY	\$119.51
2022	VTS - 0064318269	SCHWOYER, GEORGE & ALICE	TAG SURRENDER	\$163.09
2022	2291	SELLARS, JEANETTE C	ORDER OF BOARD OF EQUALIZATION & REVIEW	\$219.15
2022	VTS - 0059807387	SINGH, HARJODH	TAG SURRENDER	\$297.85
2022	62711	STEGER, RONNIE DAVID	ORDER OF BOARD OF EQUALIZATION & REVIEW	\$447.61
2022	VTS - 0071099453	SWINDON, ANDREW GERSHOM	TAG SURRENDER	\$157.15
2022	VTS - 0069189138	TILSON, JANE	TAG SURRENDER	\$133.73
2022	VTS - 0070565262	WADE, SAMANTHA DEE	TAG SURRENDER	\$101.04
2022	VTS - 0042658161	WALDEN, JANICE MARGIRETTE	TAG SURRENDER	\$112.30
2022	VTS - 0069262835	WHITEHURST CARTER, GERARD	TAG SURRENDER	\$556.07
2022	VTS - 0072074587	WILKINSON, DAVID LAWRENCE	MILITARY	\$275.60
2022	VTS - 0070367097	WILKINSON, DAVID LAWRENCE JR	MILITARY	\$186.62

VTS/REAL ESTATE/PERSONAL PROPERTY
RELIEF - REFUNDS
OVER - \$100
May-23

<u>Bill Year</u>	<u>Bill Number</u>	<u>Customer Name</u>	<u>Reason</u>	<u>Refund Amount</u>
2022	VTS - 0051776091	WILLIAMS, DANIEL LEE	TAG SURRENDER	\$196.81
2022	VTS - 0069578398	WRIGHT, WALTER & DAVID	TAG SURRENDER	\$159.10
TOTAL				\$14,804.61

**RESOLUTION AUTHORIZING AND APPROVING
(CURRENT) RELEASES AND REFUNDS BY THE
TAX ADMINISTRATOR**

WHEREAS, Gary E. Briggs, Moore County Tax Administrator, has certified a list comprised of various county taxes illegally levied and assessed, the amount certified as being in excess of the amount legally due by the taxpayer and therefore should be released or refunded in accordance with General Statute 105-381.

BE IT RESOLVED by the Board of Commissioners of Moore County that the taxpayers shown on said list of releases and refunds submitted by Gary E. Briggs, Tax Administrator, are hereby granted such tax release or refund of the county taxes shown and the County Finance Director is directed to make said refunds.

Adopted this the _____ day of _____, 2023.

Nick Picerno, Chairman

ATTEST:

Laura M. Williams
Clerk to the Board

**RESOLUTION AUTHORIZING AND APPROVING
(DELINQUENT) RELEASES AND REFUNDS BY THE
TAX ADMINISTRATOR**

WHEREAS, Gary E. Briggs, Moore County Tax Administrator, has certified a list comprised of delinquent taxes illegally due by the taxpayer and therefore should be released or refunded in accordance with General Statute 105-381.

BE IT RESOLVED by the Board of Commissioners of Moore County that the taxpayers shown on said list of releases and refunds submitted by Gary E. Briggs, Tax Administrator, are hereby granted such tax release or refund of the county taxes shown and the County Finance Director is directed to make said refunds.

Adopted this the _____ day of _____, 2023.

Nick Picerno, Chairman

ATTEST:

Laura M. Williams
Clerk to the Board

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Caroline L. Xiong, Finance Director &
Chris Morgan, Assistant Finance Director

DATE: 06/12/2023

SUBJECT: Budget Amendments

PRESENTER: Caroline Xiong / Chris Morgan

REQUEST:

Approve the attached budget amendments and accept any grant funds awarded to the County associated with the budget amendment.

BACKGROUND:

The NC General Statutes provide for the County to make amendments to the budget during the fiscal year. The budget should be amended to reflect the changing financial opportunities and adjustments that occur after the budget is adopted. Attached are detailed explanations of each amendment. The amendments are:

	Department / Fund	Amount	Sources of Revenue	Justification	Journal
1.	Sheriff	\$4,800 increase	Off Duty Assignment	Funds paid by vendors requesting services from Sheriff's Office	120038
2.	Cooperative Extension	\$2,795 increase	Donations and fees for 4-H Camp, FCS fees and Extension programs	Class and programs fees	120258
3.	Aging	\$1,000 increase	Fans Grant	Used to purchase fans to give Moore County Seniors 60+	120410
4.	Health	\$10,277 increase	ELC Enhancing Detection Expansion	Cover additional workforce capacity costs incurred due to COVID-19	120444
5.	Finance	\$196,924 increase	Other Financing Source (OFS - Subscription-Based Information Technology Arrangements (SBITA) Proceeds per GASB 96	36-month Software License and Service Agreement for work orders and asset management with DTS	120445

IMPLEMENTATION PLAN:

N/A

FINANCIAL IMPACT STATEMENT:

The overall effect is to increase/decrease the revenue and expenditures in the General Fund for \$15,077, Multi-Year Grants Fund for \$3,795, Water Pollution Control Plant Fund for \$65,642, Public Utilities Water & Sewer Fund for \$131,282 and to authorize the County Manager to proceed with the amendments and any actions required as a result.

RECOMMENDATION SUMMARY:

Recommend a motion to approve the following budget amendments as stated and accept any grant funds awarded to the County associated with the budget amendment.

SUPPORTING ATTACHMENTS:

The following budget amendments and supporting information are attached:

Fiscal Year 2022/2023

Budget Line Item Number	Budgeted Amount	Increase/ (Decrease)	Revised Budget
----------------------------	--------------------	-------------------------	-------------------

Sheriff - Off Duty Assignment

Revenue	10024005 30520	Off Duty Assignment	67,290	4,800	72,090
Expense	10019505 51205	Off Duty Assignment	67,290	4,800	72,090

Approved this _____ day of _____, 2023

Nick Picerno
Moore County Board of Commissioners

Laura Williams
Clerk to the Board

120038

Budget Amendment Staff Report

Department:

Sheriff's Office

Increase or Decrease of Amount of Funding:

Increase to Off Duty Assignment Collections in the Sheriff's Office

Source(s) of Funding:

10024005 30520 Off Duty Assignment Revenue INCREASE \$4,800

10019505 51205 Off Duty Assignment Payroll Expense INCREASE \$4,800

Justification (please be specific):

Funds have been collected to increase the budget to equal the actual collections in the Sheriff's Office for Off Duty Assignments. These funds are paid by vendors requesting the services from the Sheriff's Office for off-duty assignments and contracted by the Sheriff's Office.

Fiscal Year 2022/2023

Budget Line Item Number	Budgeted Amount	Increase/ (Decrease)	Revised Budget
----------------------------	--------------------	-------------------------	-------------------

Cooperative Extension - Donations from Master Gardener and fees for 4-H Camp,
FCS Fees and Extension Programs

Revenue	24024020 32518	Master Gardener	12,965	41	13,006
Expense	24025020 53252	Master Gardener	11,586	41	11,627
Revenue	24024020 32519	4-H	15,225	2,364	17,589
Expense	24025020 53253	4-H	15,225	2,364	17,589
Revenue	24024020 32522	General Fees	3,170	14	3,184
Expense	24025020 53256	General Fees	4,549	14	4,563
Revenue	24024020 32523	Family & Consumer Sciences Fee	889	375	1,264
Expense	24025020 53983	Family & Consumer Sciences	989	375	1,364

Approved this _____ day of _____, 2023

Nick Picerno
Moore County Board of Commissioners

Laura Williams
Clerk to the Board

Budget Amendment Staff Report

Department:

Cooperative Extension

Increase or Decrease of Amount of Funding:

1. Class fees for Master Gardener Program \$41.00 increase
2. Fee for 4-H Programs & Donations \$2,364.00 increase
3. Registration fees FCS classes \$375.00 increase
4. General Fee for Extension Program \$15.00 increase

Source(s) of Funding:

1. 24024020 32518 – Master Gardener
24025020 53252 – Master Gardener
2. 24024020 32519 – 4-H
24025020 53253 – 4-H
3. 24024020 32523 – FCS Fees
24025020 53983 – FCS Fees
4. 24024020 32522 – General Fees
24025020 53256 – General Fees

Justification (please be specific):

1. Funds allocated from Master Gardener class fees, & donations
2. Funds allocated from Donation & Fees for 4-H Camp
3. Funds allocated from FCS Class Fees
4. Funds allocated from Extension Programs

Fiscal Year 2022/2023

Budget Line Item Number	Budgeted Amount	Increase/ (Decrease)	Revised Budget
----------------------------	--------------------	-------------------------	-------------------

Aging - Fan Grant

Revenue	24033024 32613	Fans Grant	13,300	1,000	14,300
Expense	24030024 53921	Fans Grant	13,300	1,000	14,300

Approved this _____ day of _____, 2023

Nick Picerno
Moore County Board of Commissioners

Laura Williams
Clerk to the Board

120410

Budget Amendment Staff Report

Department: Aging

Increase or Decrease of Amount of Funding:

Increase Fan Grant \$1,000

24033024 32613 Rev 24030024 53921 Exp

Source(s) of Funding:

Fan grant - provided by Duke Energy Progress.

Justification (please be specific):

Fan Grant - Grant to purchase fans to give to Moore County Seniors 60+.

Fiscal Year 2022/2023

Budget Line Item Number	Budgeted Amount	Increase/ (Decrease)	Revised Budget
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Health - ELC Enhancing Detection Expansion

Revenue	10019056 32969 543EL	Transfer from Multi-Yr Grant	130,994	10,277	141,271
Expense	10039061 51201	Salaries - Overtime	1,973	51	2,024
Expense	10039061 51203	Salaries - Resource	32,333	4,301	36,634
Expense	10039061 51218	Salaries Resource - COVID	101,692	5,925	107,617

Approved this _____ day of _____, 2023

Nick Picerno
Moore County Board of Commissioners

Laura Williams
Clerk to the Board

120444

Budget Amendment Staff Report

Department:

Health

Increase or Decrease of Amount of Funding:

Increase 10019056-32969 543EL Activity 543 ELC Grant \$10,277

Increase 10039061-51201 Clinical Salaries – Overtime \$51

Increase 10039061-51203 Clinical Salaries - Resource \$4,301

Increase 10039061-51218 Salaries - Resource COVID \$5,925

Source(s) of Funding:

The Division of Public Health (DPH), Communicable Disease Branch (CDB) is making an allocation of these ELC Enhancing Detection Expansion supplemental funds available to all local health departments through the “CDC-RFA-CK19-1904” supplemental award, and in accordance with NC Session Law 2021-3, to carry out surveillance, epidemiology, laboratory capacity, infection control, mitigation, communications, and other preparedness and response activities.

Justification (please be specific):

This Budget Amendment is for resource and overtime costs incurred by the Health Department for the months of March, April and May 2023.

This Budget Amendment is needed to cover additional workforce capacity costs incurred by the Health Department due to COVID-19 pandemic work performed by both full-time and resource employees.

Activity 543 funding is provided in order for the Local Health Department to work to prevent, prepare for, and respond to Coronavirus Disease 2019 (COVID-19) by carrying out surveillance, epidemiology, laboratory capacity, infection control, mitigation, communications, and other preparedness and response activities.

Activities undertaken by the Local Health Department (LHD) and funded through this Agreement Addendum shall address the following allowable activities, 1-6:

1. Enhance Laboratory, Surveillance, Informatics, and other Workforce Capacity.
2. Strengthen Community Laboratory Testing.
3. Advance Electronic Data Exchange at Public Health Labs
4. Improve Surveillance and Reporting of Electronic Health Data.
5. Use Laboratory Data to Enhance Investigation, Response and Prevention.
6. Coordinate and Engage with Partners.

Fiscal Year 2022/2023

Budget Line Item Number	Budgeted Amount	Increase/ (Decrease)	Revised Budget
----------------------------	--------------------	-------------------------	-------------------

Finance - Other Financing Source (OFS - Subscription-Based Information
Technology Arrangements (SBITA) Proceeds per GASB 96

Revenue	60019000 32907	Subscription IT Proceeds	-	65,642	65,642
Expense	600376SC 56675	Subscription IT Capital Outlay	-	65,642	65,642
Revenue	61019000 32907	Subscription IT Proceeds	-	131,282	131,282
Expense	610376SC 56675	Subscription IT Capital Outlay	-	131,282	131,282

Approved this _____ day of _____, 2023

Nick Picerno
Moore County Board of Commissioners

Laura Williams
Clerk to the Board

120445

Budget Amendment Staff Report

Department: Financial Services

Increase or Decrease of Amount of Funding:

600376SC 56675 Subscription IT Capital Outlay – increase \$65,642 (WPCP)

60019000 32907 Subscription IT Proceeds – Increase \$65,642 (WPCP)

610376SC 56675 Subscription IT Capital Outlay – increase \$131,282 (MCPU)

61019000 32907 Subscription IT Proceeds – Increase \$131,282 (MCPU)

Source(s) of Funding:

Other Financing Source (OFS) - Subscription-Based Information Technology Arrangements (SBITA) Proceeds per GASB 96

Justification (please be specific):

This is for a 36-month Software License and Service Agreement for Work Orders and Asset Management with DTS. 1/3 of the costs will be charged to Water Pollution Control Plant, and 2/3 of the costs will be charged to Moore County Public Utilities.

The Governmental Accounting Standards Board (GASB) issued Statement No. 96, Subscription-Based Information Technology Arrangements (SBITAs). This statement is effective for the fiscal year beginning on July 1, 2022, and ending on June 30, 2023.

The statement defines a SBITA as “a contract that conveys control of the right to use another party’s (a SBITA vendor’s) information technology (IT) software, alone or in combination with tangible capital assets (the underlying IT assets), as specified in the contract for a period of time in an exchange or exchange-like transaction.” For most units, this is likely to include accounting software that is often subscribed to on a yearly basis but may also include other IT services.

Under the current financial resources measurement focus and the modified accrual basis of accounting (the GAAP basis for the governmental funds and the budgetary basis for all budgeted funds in NC including Enterprise Funds), the government will initially need to recognize an expenditure and other financing source (OFS). These amounts should be measured similar to the subscription liability. The subscription asset should equal the OFS plus any capitalizable initial implementation costs (e.g., data conversion costs).

III.D.
Agenda Item: 06/20/2023
Meeting Date:

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Terri Prots, Aging Services Director

DATE: June 6, 2023

SUBJECT: MOU between Aging and MCTS

PRESENTER: Terri Prots, Aging Services Director

REQUEST:

Approve MOU between Aging and MCTS for transportation services in FY 24.

BACKGROUND:

MCTS and Aging have a long history of working together to provide transportation services to Moore County residents aged 60 and over.

FINANCIAL IMPACT:

A Not to Exceed Amount of \$240,000 has been requested with a rate of \$2.04 per mile.
10030028 53102

IMPLEMENTATION PLAN:

A seamless transition to services will begin Saturday, July 1, 2023.

RECOMMENDATION SUMMARY:

Approve MOU between Aging and MCTS for transportation services in FY 24.

ATTACHMENTS:

MOU in Docusign

STATE OF NORTH CAROLINA

MEMORANDUM OF UNDERSTANDING

COUNTY OF MOORE

THIS MEMORANDUM OF UNDERSTANDING is entered into the 1st day of July, 2023, between the Moore County Department of Aging ("AGING") and Moore County Transportation Services ("MCTS").

WITNESSETH:

WHEREAS, AGING receives grants and local funds to pay for transportation services for AGING's clients; and


WHEREAS, MCTS provides transportation services within the County of Moore and the surrounding areas.

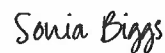
NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties understand and agree as follows:

1. AGING will utilize MCTS as the primary transportation vendor for transportation of AGING's clients.
2. AGING will comply with MCTS policies and procedures for scheduling and cancelling trips.
3. AGING will pay MCTS at the rate of **\$2.04 per mile** not to exceed **\$240,000.00.**
4. In the event that a scheduled client is a No-Show, AGING will be charged the client's pro rata share for the scheduled trip. The definition of a No-Show is a client is scheduled for pickup by MCTS; the client, for any reason other than medical circumstances for self and family, is either not at the appointed address or refuses the scheduled trip; and MCTS was not notified 24 hours prior to the requested appointment time.
5. AGING will be responsible to review invoices and notify MCTS of any discrepancies within ten (10) days of the date of each monthly invoice. After ten (10) days, if no discrepancies are reported to MCTS, all charges will be deemed accurate and will be the responsibility of AGING.
6. AGING will remit payment to MCTS for transportation services within fifteen (15) days of the date of each monthly invoice.
7. MCTS will ensure that all drivers are of legal age and licensed to operate the specific vehicle used in transporting clients.

8. MCTS will ensure that all vehicles transporting clients will have at least the minimum level of liability insurance appropriate for the type of vehicle.
9. MCTS will be compliant with and adhere to all applicable Federal and State laws.
10. MCTS will invoice AGING monthly for services rendered.
11. The term will be from July 1, 2023, through June 30, 2024.
12. This Memorandum of Understanding is subject to the availability of funds.
13. This Memorandum of Understanding may be terminated by either party upon thirty (30) days' written notice to the other.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the date first written above.

DocuSigned by:

68C2B405E1FF4AA...
Terri Prots
Aging Services Director

DocuSigned by:

082EF58E37254FE...
Sonia Biggs
Moore County Transportation Director

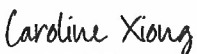
Nick Picerno, Chairman
Board of Commissioners

Attest:

Laura M. Williams
Clerk to the Board

PREAUDIT CERTIFICATE

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

DocuSigned by:

1559291833E944E...
Caroline Xiong
Finance Officer

Agenda Item: III.E.
Meeting Date: June 20, 2023

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Randy Gould, Public Works Director

DATE: June 20, 2023

SUBJECT: Resolution Authorizing the Upset Bid Process for LRK #00025045 on Inverrary Road and Westlake in Pinehurst No. 7 Golf Course Community

REQUEST:

For the Board of Commissioner to adopt a resolution accepting the initial offer of \$215,000 for certain real property-lying at the intersection of Inverrary Road with Westlake Road in the Golf Course Number 7 Development, bounded on the North by Lot No. 314 and on the South by Lot No. 315, and on the west by Club Corporation of America Golf Course track-having Parcel ID/ LRK #00025045 and authorizing the upset bid process.

BACKGROUND:

The Board of Commissioners adopted a resolution declaring county property surplus for certain real property having Parcel ID/LRK #00025045 and authorized the listing by a realtor at their meeting on April 18, 2023.

The County acquired by warranty deed certain real property upon which it planned to construct and operate a well. Since that time, the County has abandoned the well pursuant to the standards of the North Carolina Department of Environmental Quality and the property is no longer of adequate size to serve as a well lot and is deemed surplus. No well was ever constructed on the property.

The property is located within the Village of Pinehurst. According to the Moore County Tax Department, the property has an appraised land value of \$160,000.

As part of the transaction, the purchaser will be required to hold the County harmless against any and all claims or damages that may arise as the result of acquiring or owning the property.

Bradford Investments LLC has made an offer to the County for \$215,000.

IMPLEMENTATION PLAN:

After adopting the resolution, the County will begin the upset bid process. The Clerk to the Board will advertise the negotiated offer and upset bid process. The bid process will continue until a 10-day period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid will be reported to the Board of Commissioners. The Board of Commissioners must approve the final high offer before the sale is closed. Closing on the sale of the property will occur within 90 days of approval of the final high offer.

FINANCIAL IMPACT STATEMENT:

Selling the property will generate one-time revenue for Public Works. In addition, selling the property will generate additional property tax revenue for the County. Any future maintenance costs will also be avoided.

RECOMMENDATION SUMMARY:

Request the Board to make a motion to adopt the attached resolution acknowledging receipt of the offer of \$215,000 and authorizing the upset bid process and authorize the Chairman to sign all necessary documents.

SUPPORTING ATTACHMENTS:

1. Resolution Authorizing the Upset Bid Process for LRK #00025045 on Inverrary Road and Westlake in Pinehurst No. 7 Golf Course Community
2. Map of the property
3. Public Notice
4. Resolution adopted by the Board April 18, 2023 declaring property surplus and enter into an agreement with a licensed NC Real Estate Agent to solicit offers on said real property prior to upset bid process.

**RESOLUTION AUTHORIZING THE UPSET BID PROCESS
FOR THE PINEHURST # 7 "WELL LOT" LRK #00025045**

WHEREAS, the County of Moore owns certain real property LYING AT THE INTERSECTION OF Inverrary Road with Westlake Road in the Golf Course Number 7 Development, bounded on the north by Lot No. 314 and on the south by Lot No. 315, and on the west by Club Corporation of America Golf Course track located in Pinehurst #7 Golf Course Development, LRK #000250045; and

WHEREAS, the property was acquired by County of Moore by Deed from MOWASA dated October 1, 1999 and recorded in Moore County Registry in Deed Book 1556, Page 98; and

WHEREAS, the County of Moore acquired the property as a potential water well site; and

WHEREAS, the County of Moore has not used the property since acquiring it and has no intention of using the property; and

WHEREAS, the lot does not meet the minimum requirements of the North Carolina Department of Environmental Quality for the construction of a well and cannot be used as a well site; and

WHEREAS, North Carolina General Statute 160A-269 permits the County to sell real property by negotiated offer and upset bid; and

WHEREAS, the Board of Commissioners acknowledges receipt of an offer from Bradford Investment LLC, in the amount of \$215,000 for the property described above; and

WHEREAS, Bradford Investments LLC, has paid the required five percent deposit on his offer.

NOW, THEREFORE, the Board of Commissioners of the County of Moore resolves that:

1. The Board of Commissioners authorizes sale of the property described above through the upset bid procedure of North Carolina General Statute 160A-269; and
2. The Clerk to the Board shall cause a notice of the proposed sale to be published. The notice shall describe the property and the amount of the offer, and shall state the terms under which the offer may be upset; and
3. Any person may submit an upset bid to the office of the Clerk to the Board within 10 days after the notice of sale is published. In order for a bid to be considered, the bidder must be current on payment of all property taxes owed to the County; and
4. If a qualifying higher bid is received, the Clerk to the Board shall cause a new notice of upset bid to be published, and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received; and

5. A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first \$1,000.00 of that offer and five percent (5%) of the remainder of that offer; and
6. A qualifying higher bid must also be accompanied by a deposit in the amount of five percent (5%) of the bid; the deposit may be made in cash, cashier's check, or certified check. The County will return the deposit on any bid not accepted and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The County will return the deposit of the final high bidder at closing if requested; and
7. The terms of the final sale are:
 - The property is sold in its current condition, "as is," and the County gives no warranty with respect to usability of the property; and
 - Closing will occur within 90 days of approval of the final bid at the Office of the Moore County Attorney; and
 - The County will issue a non-warranty deed; and
 - The Buyer is responsible for ad valorem taxes for the current year (non-prorated); and
 - The Buyer must pay with cash, by cashier's check or by certified check at the time of the closing.
8. The County reserves the right to withdraw the property from sale at any time before the final high bid is approved and the right to reject at any time all bids; and
9. The final high bid shall be taken to the Board of Commissioners for approval.

ADOPTED this 20th day of June 2023 by the Moore County Board of Commissioners.

COUNTY OF MOORE

Nick Picerno, Chairman
Moore County Board of Commissioners

ATTEST:

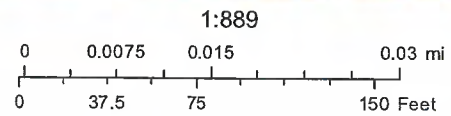
Laura M. Williams, Clerk to the Board

Moore County



March 28, 2023

- Address
- Parcels
- Moore County
- Streets
- Highways



**PUBLIC NOTICE
SALE OF COUNTY PROPERTY**

An offer of \$215,000 has been submitted for the purchase of certain property owned by the County of Moore known as "PINEHURST WELL LOT #7", LRK #000250045, which is located the intersection of Inverrary Road with Westlake Road in the Golf Course Number 7 Development, bounded on the north by Lot No. 314 and on the south by Lot No. 315, and on the west by Club Corporation of America Golf Course track located in Pinehurst #7 Golf Course Development, LRK #000250045.

A certain lot or parcel of land in Mineral Springs Township, Moore County, Pinehurst, North Carolina lying at the intersection of Inverrary Road with Westlake Road in the Golf Course Number 7 Development, bound on the north by Lot No. 314 and on the south by Lot No. 315, and on the west by Club Corporation of America Golf Course Tract, described as follows:

Beginning at an iron stake at the centerline intersection of the right of way of Inverrary Road with Westlake Road (50' wide); said iron stake being the northeast corner of Lot No. 315 as shown on a plat entitled". .Phase 1C, Second Replat", recorded in Plat Cabinet 4 at Slide 169 in the Moore County Registry; running thence from the beginning, as the center of the right of way of Westlake Road S 61-42'W 252.28 feet to an iron stake in the center of the right of way, a corner of Lot No. 315; thence leaving the road N 16-37'W 25.53 feet to a monument; thence N 39-02E 66.15 feet to a monument; thence N 3-08'E 73.20 feet to a monument; thence N 36-32'W 100.75 feet to a monument, a corner of Lot No. 314; thence as the south line of Lot No. 314 N 78-18'E 170.09 feet to an iron stake in the center of the right of way Inverrary Road, the southeast corner of Lot No. 314; thence as the center of the right of way of Inverrary Road S 28-04'E 164.01 feet to the Beginning, containing 33, 780 square feet more or less.

Persons wishing to upset the offer that has been received shall submit a bid with their offer to the office of the Clerk to the Board, 1 Courthouse Square, Carthage, NC 28327, by 5:00 P.M., **July 5, 2023**. At that time the clerk to the board shall review the bids, if any, and the highest qualifying bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.

This is a potential well site, which is unsuitable for a water well pursuant to the current standards of North Carolina of Environmental Quality. As part of the transactions, the purchaser will be required to hold the County harmless against any and all claims or damages that may arise as the result of acquiring or owning the property.

A qualifying higher bid is one that raises the existing offer to an amount not less than **\$225,800**. In order for a bid to be considered, the bidder must be current on payment of all property taxes owed to the County.

A qualifying higher bid must be accompanied by a deposit in the amount of five percent (5%) of the bid. The deposit must be made in cash, by cashier's check, or by certified check. The County will return the deposit on any bid not accepted and will return the deposit on an offer

subject to upset if a qualifying higher bid is received. If the final high bidder refuses at any time to close sale, their deposit will be forfeited to the County.

The process of advertising and accepting upset bids will continue until a 10-day period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid will be reported to the Board of Commissioners.

The County Board of Commissioners must approve the final high offer before the sale is closed, which it will do within 90 days after the final upset bid period has passed. The County reserves the right to reject any and all bids at any time.

The buyer must pay with cash, by cashier's check, or by certified check at closing.

Inquiries about the property and the sale may be made to the Clerk to the Board, 1 Courthouse Square, Carthage, NC, or at telephone (910) 947-6403 during normal business hours.

**RESOLUTION DECLARING PINEHURST #7 "WELL LOT"
SURPLUS PROPERTY (LRK #00025045)**

WHEREAS, the County of Moore owns certain real property lying at the intersection of Inverrary Road with Westlake Road in the Golf Course Number 7 Development, bounded on the north by Lot No. 314 and on the south by Lot No. 315, and on the west by Club Corporation of America Golf Course track located in Pinehurst #7 Golf Course Development, LRK#000250045; and

WHEREAS, the property was acquired by County of Moore by Deed from MOWASA dated October 1, 1999 and recorded in Moore County Registry in Deed Book 1556, Page 98; and

WHEREAS, the County of Moore acquired the property as a potential water well site; and

WHEREAS, the County of Moore has not used the property since acquiring it and has no intention of using the property; and

WHEREAS, the lot does not meet the minimum requirements of the North Carolina Department of Environmental Quality for the construction of a well and cannot be used as a well site; and

WHEREAS, North Carolina General Statute 160A-269 permits the County to sell real property by negotiated offer and upset bid; and

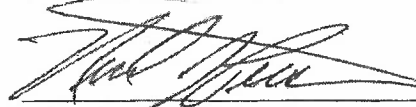
WHEREAS, the County would benefit by entering into an agreement for the services of a licensed North Carolina real estate agent to solicit offers on said real property.

NOW, THEREFORE, the Board of Commissioners of the County of Moore resolves that:

1. The subject property is declared to be surplus; and
2. The Board authorizes entering into an agreement with a real estate agent to list said real property for sale subject to the upset bid procedure of North Carolina General Statute 160A-269; and
3. The County reserves the right to withdraw the property from sale at any time before the final high bid is approved and the right to reject at any time all bids.

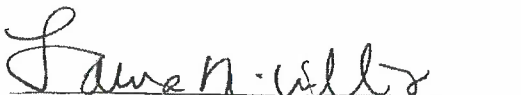
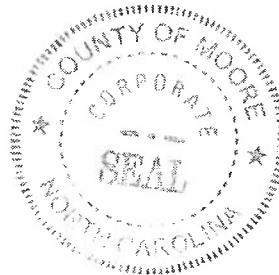
ADOPTED this 18th day of April, 2023 by the Moore County Board of Commissioners.

COUNTY OF MOORE



Nick Picerno, Chairman
Moore County Board of Commissioners

ATTEST:


Laura M. Williams, Clerk to the Board

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Moore County Health Department

DATE: May 22, 2023

SUBJECT: FY24 Activity 117 Public Health Infrastructure: Local Workforce Development

REQUEST: That the Moore County Board of Commissioners approve the Moore County Health Department's request to accept funding in the amount of \$293,828 as per the FY24 Activity 117 Public Health Infrastructure: Local Workforce Development Agreement Addendum and grant Interim Health Director, Matt Garner, signatory authority for the Agreement.

BACKGROUND: This Centers for Disease Control and Prevention (CDC) funding, awarded to the North Carolina Division of Public Health (NCDPH) for a five-year period ending October 31, 2027, recognizes a history of underinvestment in the public health system and the foundational services it provides.

Foundational service areas are core functions of local health departments and include 1) preventing the spread of communicable disease, 2) ensuring food, air, and water quality are safe, 3) supporting maternal and child health, 4) improving access and linkages to clinical care services, and 5) preventing chronic disease and injury.

Funding can be utilized in the following CDC-stated program areas: Recruiting and hiring new public health staff, retaining public health staff, supporting and sustaining public health staff, training new and existing public health staff, and to strengthen public health workforce planning, systems, processes and policies.

FINANCIAL IMPACT: No local funds are required.

IMPLEMENTATION PLAN: Upon approval by the Moore County Board of Commissioners, the Health Director will take all necessary steps to execute the FY24 Activity 117 Public Health Infrastructure: Local Workforce Development Agreement Addendum. The budget amendment for the additional funds of \$293,828 is part of the consent agenda budget amendments approved earlier. The general ledger accounts are 24032071-36723 PHI Local Workforce Grant Revenue and 24039071-54156 PHI Local Workforce Grant Expense.

RECOMMENDATION SUMMARY: That the Moore County Board of Commissioners make a motion to approve the Moore County Health Department's request to accept funding in the amount of \$293,828 as per the FY24 Activity 117 Public Health Infrastructure: Local Workforce Development Agreement Addendum and grant Interim Health Director, Matt Garner signatory authority for the Agreement.

ATTACHMENTS: FY24 Activity 117 PHI: Local Workforce Dev. Agreement Addendum, FY24 Activity 117 Legal Approval

Division of Public Health

Agreement Addendum

FY 23-24

Page 1 of 4

Moore County Health Department
Local Health Department Legal Name
117 Public Health Infrastructure: Local Workforce Development
Activity Number and Description
06/01/2023 – 05/31/2024
Service Period
07/01/2023 – 06/30/2024
Payment Period
<input checked="" type="checkbox"/> Original Agreement Addendum
<input type="checkbox"/> Agreement Addendum Revision # _____

Local and Community Support Section
DPH Section / Branch Name
Stacie Turpin Saunders, 919-707-5101 stacie.turpinsaunders@dhhs.nc.gov
DPH Program Contact (name, phone number, and email)
DPH Program Signature
Date (only required for a negotiable Agreement Addendum)

I. **Background:**

The pandemic emphasized the critical importance of a robust public health system. Public health departments need to continue their response work, apply lessons learned, and prepare for future public health emergencies. The pandemic accentuated long-standing weaknesses and created new challenges to the public health infrastructure. This Centers for Disease Control and Prevention (CDC) funding, awarded to the North Carolina Division of Public Health for a five-year period ending October 31, 2027, recognizes a history of underinvestment in the public health system and the foundational services it provides.

The Foundational Public Health Services (FPHS) framework was developed in 2013 to define a minimum package of core public health services areas that no public health jurisdiction can be without. The FPHS framework outlines the unique responsibilities of governmental public health and the vital role of governmental public health in a thriving community. These foundational service areas are core functions of local health departments and include 1) preventing the spread of communicable disease, 2) ensuring food, air, and water quality are safe, 3) supporting maternal and child health, 4) improving access and linkages to clinical care services, and 5) preventing chronic disease and injury. In addition to these foundational services, public health departments provide local protections and services unique to their community's needs.

Foundational Capabilities are the cross-cutting skills, knowledge, and practice needed in order to support and provide core public health functions, programs, and activities which are key to ensuring opportunities for health, promoting wellbeing and achieving health outcomes across a community. (<https://phnci.org/uploads/resource-files/FPHS-Factsheet-2022.pdf>)

Health Director Signature	(use blue ink or verifiable digital signature)	Date
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LHD to complete:	LHD program contact name:
[For DPH to contact in case follow-up information is needed.]	Phone and email address:

Signature on this page signifies you have read and accepted all pages of this document.

Template rev. July 2022

Funding is distributed to each individual local health department based on county population, social vulnerability, and equity indices.

II. **Purpose:**

This funding is to help meet the short-term critical infrastructure needs and to make strategic investments which will have lasting effects on local public health departments in North Carolina. This funding will support the foundational capabilities and the local health department workforce needed to support service areas. Investments and improvements to foundational capabilities will help rebuild and modernize public health departments, positioning local health departments to better serve their communities. The scope of workforce investment to support these foundational capabilities is wide and includes hiring, retaining, supporting, and training the workforce. Short-term outcomes will include increased hiring, training, and improvement in operational processes. Long-term outcomes will include increasing the size of the public health workforce equipped with stronger foundational capabilities in order to better serve and protect the health of communities.

III. **Scope of Work and Deliverables:**

To ensure local public health is prepared and capable to respond to the communities health needs and emerging health threats, the Local Health Department (LHD) will invest in workforce and resources to meet the foundational services areas and needs of their communities. The LHD is encouraged to utilize the North Carolina Institute for Public Health's LHD Regional Foundational Capabilities Gap Analysis reports to inform its workforce investment activities. Regional Foundational Capabilities Gap Analysis reports are available in the Smartsheet dashboard for this activity at <https://app.smartsheet.com/b/publish?EQBCT=82018408e7b44ef9b44e113b6e536ffb>.

1. The LHD shall invest in one or more of these CDC-stated program areas:
 - a. **Recruit and hire new public health staff**, such as expanding recruitment efforts, creating new positions, improving hiring incentives, and creating new hiring mechanisms.
 - b. **Retain public health staff**, such as by providing retention bonuses and creating opportunities for promotion.
 - c. **Support and sustain public health staff**, such as creating or strengthening workplace well-being and resilience programs, and creating or expanding workforce engagement.
 - d. **Train new and existing public health staff**, such as creating and expanding professional development opportunities.
 - e. **Strengthen public health workforce planning, systems, processes, and policies**, such as maintaining and upgrading human resources systems, creating or improving workforce data collection, and creating or revising policies to facilitate workforce development and management.
2. The LHD shall participate in an annual assessment conducted no later than March 31, 2024 by the North Carolina Institute of Public Health to evaluate progress in addressing Foundational Capabilities.

IV. **Performance Measures / Reporting Requirements:**

1. In its first quarterly Performance Report, the LHD shall indicate its baseline number and type of current workforce positions as of June 1, 2023.
2. In each quarterly Performance Report, the LHD shall indicate in which of the CDC-stated program areas funds were invested and investment efforts including:
 - a. Number and type of positions hired

- b. Number and type of retention efforts
 - c. Number and type of staff support programs
 - d. Number and type of training opportunities
 - e. Number and type of workforce systems improvements
3. The LHD shall complete the following reports via the Smartsheet dashboard, at <https://app.smartsheet.com/b/publish?EQBCT=82018408e7b44ef9b44e113b6e536ffb>. All of the due dates for these reports are posted on the Smartsheet dashboard.
- a. **Monthly Financial Reports:** The monthly financial report will report on the prior month to document expenditures. The first financial report is for June 2023 and is due by July 24, 2023.
 - b. **Quarterly Performance Reports:** The quarterly performance reports will report on the service quarters and by the deadlines as indicated below:

<u>Service Quarter</u>	<u>Report Submission Deadline</u>
June – August 2023	September 22, 2023
September – November 2023	December 22, 2023
December 2023 – February 2024	March 22, 2024
March – May 2024	June 24, 2024

V. Performance Monitoring and Quality Assurance:

The Local and Community Support Section's LHD Liaison will monitor the Local Health Department's performance by reviewing the financial reports monthly and the performance reports quarterly, as received from the LHD through Smartsheet.

If the LHD is deemed out of compliance with deliverables, the program staff shall provide technical assistance to support the LHD in meeting the deliverables.

As contracted for by the Division of Public Health (DPH), the North Carolina Institute of Public Health will conduct an annual foundational capabilities assessment of the LHD. The assessment results will be presented to the DPH Public Health Infrastructure leadership and to each LHD participating in the assessment.

VI. Funding Guidelines or Restrictions:

1. Requirements for pass-through entities: In compliance with 2 CFR §200.331 – *Requirements for pass-through entities*, the Division of Public Health provides Federal Award Reporting Supplements to the Local Health Department receiving federally funded Agreement Addenda.
 - a. Definition: A Supplement discloses the required elements of a single federal award. Supplements address elements of federal funding sources only; state funding elements will not be included in the Supplement. Agreement Addenda (AAs) funded by more than one federal award will receive a disclosure Supplement for each federal award.
 - b. Frequency: Supplements will be generated as the Division of Public Health receives information for federal grants. Supplements will be issued to the Local Health Department throughout the state fiscal year. For federally funded AAs, Supplements will accompany the original AA. If AAs are revised and if the revision affects federal funds, the AA Revisions will include Supplements. Supplements can also be sent to the Local Health Department even if no change is needed to the AA. In those instances, the Supplements will be sent to provide newly received federal grant information for funds already allocated in the existing AA.

2. Funds may be used for reasonable program purposes including personnel, travel, supplies, and services.
3. Unallowable costs:
 - a. Research
 - b. Clinical care
 - c. Furniture or equipment
 - d. Publicity, propaganda, and lobbying:
 1. Other than for normal and recognized executive-legislative relationships, no funds may be used for publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
 2. The salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body
 3. See Additional Requirement (AR) 12 (<https://www.cdc.gov/grants/additional-requirements/ar-12.html>) for detailed guidance on this prohibition and additional guidance on lobbying for CDC recipients.

FY24 - FAS **Activity Nbr + Name:** 117 **PH Infrastructure: Local Workforce Development**
Federal award supplement **FAS Number + Reason:** 1 **This FAS is accompanying an AA+BE or an AA Revision+BE Revision.**
Assistance Listing Nbr + Name: 93.967 **CDC's Collaboration with Academia to Strengthen Public Health**
Is award R&D?: NO **FAIN:** NE11OE000015 **IDC rate:** n/a **Fed awd total amt:** \$ 72,521,026

Fed award project description: Strengthening North Carolina's Public Health Infrastructure, Workforce, and Data Systems

Fed awd date + awarding agency: 03-28-23 **HHS, Centers for Disease Control and Prevention**

Subrecipient	Subrecipient's UEI	Federal funds from grant listed above	Total federal funds for entire Activity	Subrecipient	Subrecipient's UEI	Federal funds from grant listed above	Total federal funds for entire Activity
Alamance	F5VHYUU13NC5	\$ 505,781	\$ 505,781	Jackson	X7YMMY6ZP574	\$ 172,192	\$ 172,192
Albemarle	WAAVS51PNMK3	\$ 914,772	\$ 914,772	Johnston	SYGAGEFDHYR7	\$ 588,501	\$ 588,501
Alexander	XVEEJSNY7UX9	\$ 150,127	\$ 150,127	Jones	HE3NNNUE27M7	\$ 124,467	\$ 124,467
Anson	PK8UYTSNJCC3	\$ 171,798	\$ 171,798	Lee	F6A8UC99JWJ5	\$ 256,360	\$ 256,360
Appalachian	CD7BFHB8W539	\$ 373,100	\$ 373,100	Lenoir	QKUFLL37VPGH6	\$ 286,057	\$ 286,057
Beaufort	RM15XFD4LXN6	\$ 201,741	\$ 201,741	Lincoln	UGGQGS5K8GJ5	\$ 227,415	\$ 227,415
Bladen	TLCTJWDJH1H9	\$ 205,550	\$ 205,550	Macon	LLPJ8C6N2LL3	\$ 128,315	\$ 128,315
Brunswick	MJBMXLN9NJT5	\$ 410,434	\$ 410,434	Madison	YQ96F8BJYTJ9	\$ 89,997	\$ 89,997
Buncombe	W5TCDKMLHE69	\$ 684,061	\$ 684,061	MTW	ZKK5GNRNB8Y6	\$ 372,841	\$ 372,841
Burke	G855APCNL591	\$ 329,871	\$ 329,871	Mecklenburg	EZ15XL6BMM68	\$ -	\$ -
Cabarrus	RDXNNEJKJFU7	\$ 548,189	\$ 548,189	Montgomery	E78ZAJM3BFL3	\$ 176,233	\$ 176,233
Caldwell	HL4FGNJNGE97	\$ 254,518	\$ 254,518	Moore	HFNSK95FS7Z8	\$ 293,828	\$ 293,828
Carteret	UC6WJ2MQMJ58	\$ 213,412	\$ 213,412	Nash	NF58K566HQM7	\$ 340,209	\$ 340,209
Caswell	JDJ7Y7CGYC86	\$ 141,559	\$ 141,559	New Hanover	F7TLT2GMEJE1	\$ 591,276	\$ 591,276
Catawba	GYUNA9W1NFM1	\$ 453,371	\$ 453,371	Northampton	CRA2KCAL8BA4	\$ 153,426	\$ 153,426
Chatham	KE57QE2GV5F1	\$ 237,243	\$ 237,243	Onslow	EGE7NBXW5JS6	\$ 520,602	\$ 520,602
Cherokee	DCEGK6HA11M5	\$ 120,938	\$ 120,938	Orange	GFFMCN9XDA53	\$ 384,477	\$ 384,477
Clay	HYKLQVNMWLK7	\$ 52,981	\$ 52,981	Pamlico	FT59QFEAU344	\$ 105,329	\$ 105,329
Cleveland	UNMUYPVLA83	\$ 346,148	\$ 346,148	Pender	T11BE678U9P5	\$ 207,202	\$ 207,202
Columbus	V1UAJ4L87WQ7	\$ 264,924	\$ 264,924	Person	FQ8LFJGMABJ4	\$ 180,796	\$ 180,796
Craven	LTZ2U8LZQ214	\$ 344,667	\$ 344,667	Pitt	VZNPMCLFT5R6	\$ 532,303	\$ 532,303
Cumberland	HALND8WJ3GH4	\$ 910,798	\$ 910,798	Polk	QZ6BZPGLX4Y9	\$ 95,259	\$ 95,259
Dare	ELV6JGB11QK6	\$ 109,623	\$ 109,623	Randolph	T3BUM1CVS9N5	\$ 447,563	\$ 447,563
Davidson	C9P5MDJC7KY7	\$ 489,625	\$ 489,625	Richmond	Q63FZNTJMBM4	\$ 247,284	\$ 247,284
Davie	L8WBLGHZV239	\$ 147,912	\$ 147,912	Robeson	LKBEJQFLAAK5	\$ 517,485	\$ 517,485
Duplin	KZNA6K5262K3	\$ 294,886	\$ 294,886	Rockingham	KGCCCHJJZZ43	\$ 311,784	\$ 311,784
Durham	LJ5BA6U2HLM7	\$ 862,450	\$ 862,450	Rowan	GCB7UCV96NM6	\$ 434,537	\$ 434,537
Edgecombe	MAN4LX44AD17	\$ 264,835	\$ 264,835	Sampson	WRT9CSK1KJY5	\$ 295,150	\$ 295,150
Foothills	NGTEF2MQ8LL4	\$ 442,189	\$ 442,189	Scotland	FNVTCUQGCHM5	\$ 220,053	\$ 220,053
Forsyth	V6BGVQ67YPY5	\$ 1,008,877	\$ 1,008,877	Stanly	U86MZUYPL7C5	\$ 205,446	\$ 205,446
Franklin	FFKTRQCNN143	\$ 233,039	\$ 233,039	Stokes	W41TRA3NUNS1	\$ 139,484	\$ 139,484
Gaston	QKY9R8A8D5J6	\$ 595,762	\$ 595,762	Surry	FMNCTM24C9J8	\$ 270,785	\$ 270,785
Graham	L8MAVKQJTYN7	\$ 80,899	\$ 80,899	Swain	TAE3M92L4QR4	\$ 119,064	\$ 119,064
Granv-Vance	MGQJJK22EJB3	\$ 476,021	\$ 476,021	Toe River	JUA6GAUQ9UM1	\$ 171,351	\$ 171,351
Greene	VCU5LD71N9U3	\$ 194,586	\$ 194,586	Transylvania	W51VGHGM8945	\$ 110,442	\$ 110,442
Guilford	YBEQNGFJPMJ3	\$ 1,413,671	\$ 1,413,671	Union	LHMKBD4AGRJ5	\$ 568,902	\$ 568,902
Halifax	MRL8MYNJ3Y5	\$ 257,609	\$ 257,609	Wake	FTJ2WJPLWMJ3	\$ -	\$ -
Harnett	JBDOD9V41BX7	\$ 419,270	\$ 419,270	Warren	TLNAU5CNHSU5	\$ 162,048	\$ 162,048
Haywood	DQHZEVAV95G5	\$ 184,815	\$ 184,815	Wayne	DACFHCLQKMS1	\$ 439,155	\$ 439,155
Henderson	TG5AR81JLFQ5	\$ 334,192	\$ 334,192	Wilkes	M14KKHY2NNR3	\$ 249,198	\$ 249,198
Hoke	C1GWSADARX51	\$ 244,104	\$ 244,104	Wilson	ME2DJHMYWG55	\$ 337,939	\$ 337,939
Hyde	T2RSYN36NN64	\$ 104,711	\$ 104,711	Yadkin	PLCDT7JFA8B1	\$ 168,997	\$ 168,997
Iredell	XTNRLKJLA4S9	\$ 462,321	\$ 462,321	Yancey	L98MCUHKC2J8	\$ 96,682	\$ 96,682

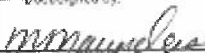

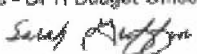

DPH-Aid-To-Counties

For Fiscal Year: 23/24

Budgetary Estimate Number : 0

Activity 117	AA	1161 SGLH F8	Total Allocated	Proposed Total	New Total
Service Period		06/01-05/31			
Payment Period		07/01-06/30			
01 Alamance	*	505,781	\$0.00	505,781	505,781
D1 Albemarle	*	914,772	\$0.00	914,772	914,772
02 Alexander	*	150,127	\$0.00	150,127	150,127
04 Anson	*	171,798	\$0.00	171,798	171,798
D2 Appalachian	*	373,100	\$0.00	373,100	373,100
07 Beaufort	*	201,741	\$0.00	201,741	201,741
09 Bladen	*	205,550	\$0.00	205,550	205,550
10 Brunswick	*	410,434	\$0.00	410,434	410,434
11 Buncombe	*	684,061	\$0.00	684,061	684,061
12 Burke	*	329,871	\$0.00	329,871	329,871
13 Cabarrus	*	548,189	\$0.00	548,189	548,189
14 Caldwell	*	254,518	\$0.00	254,518	254,518
16 Carteret	*	213,412	\$0.00	213,412	213,412
17 Caswell	*	141,559	\$0.00	141,559	141,559
18 Catawba	*	453,371	\$0.00	453,371	453,371
19 Chatham	*	237,243	\$0.00	237,243	237,243
20 Cherokee	*	120,938	\$0.00	120,938	120,938
22 Clay	*	52,981	\$0.00	52,981	52,981
23 Cleveland	*	346,148	\$0.00	346,148	346,148
24 Columbus	*	264,924	\$0.00	264,924	264,924
25 Craven	*	344,667	\$0.00	344,667	344,667
26 Cumberland	*	910,798	\$0.00	910,798	910,798
28 Dare	*	109,623	\$0.00	109,623	109,623
29 Davidson	*	489,625	\$0.00	489,625	489,625
30 Davie	*	147,912	\$0.00	147,912	147,912
31 Duplin	*	294,886	\$0.00	294,886	294,886
32 Durham	*	862,450	\$0.00	862,450	862,450
33 Edgecombe	*	264,835	\$0.00	264,835	264,835
D7 Foothills	*	442,189	\$0.00	442,189	442,189
34 Forsyth	*	1,008,877	\$0.00	1,008,877	1,008,877
35 Franklin	*	233,039	\$0.00	233,039	233,039
36 Gaston	*	595,762	\$0.00	595,762	595,762
38 Graham	*	80,899	\$0.00	80,899	80,899
D3 Gran-Vance	*	476,021	\$0.00	476,021	476,021
40 Greene	*	194,586	\$0.00	194,586	194,586
41 Guilford	*	1,413,671	\$0.00	1,413,671	1,413,671
42 Halifax	*	257,609	\$0.00	257,609	257,609
43 Harnett	*	419,270	\$0.00	419,270	419,270
44 Haywood	*	184,815	\$0.00	184,815	184,815
45 Henderson	*	334,192	\$0.00	334,192	334,192
47 Hoke	*	244,104	\$0.00	244,104	244,104
48 Hyde	*	104,711	\$0.00	104,711	104,711
49 Iredell	*	462,321	\$0.00	462,321	462,321
50 Jackson	*	172,192	\$0.00	172,192	172,192
51 Johnston	*	588,501	\$0.00	588,501	588,501
52 Jones	*	124,467	\$0.00	124,467	124,467

53 Lee	*	256,360	\$0.00	256,360	256,360
54 Lenoir	*	286,057	\$0.00	286,057	286,057
55 Lincoln	*	227,415	\$0.00	227,415	227,415
56 Macon	*	128,315	\$0.00	128,315	128,315
57 Madison	*	89,997	\$0.00	89,997	89,997
D4 M-T-W	*	372,841	\$0.00	372,841	372,841
60 Mecklenburg	*	0	\$0.00	0	0
62 Montgomery	*	176,233	\$0.00	176,233	176,233
63 Moore	*	293,828	\$0.00	293,828	293,828
64 Nash	*	340,209	\$0.00	340,209	340,209
65 New Hanover	*	591,276	\$0.00	591,276	591,276
66 Northampton	*	153,426	\$0.00	153,426	153,426
67 Onslow	*	520,602	\$0.00	520,602	520,602
68 Orange	*	384,477	\$0.00	384,477	384,477
69 Pamlico	*	105,329	\$0.00	105,329	105,329
71 Pender	*	207,202	\$0.00	207,202	207,202
73 Person	*	180,796	\$0.00	180,796	180,796
74 Pitt	*	532,303	\$0.00	532,303	532,303
75 Polk	*	95,259	\$0.00	95,259	95,259
76 Randolph	*	447,563	\$0.00	447,563	447,563
77 Richmond	*	247,284	\$0.00	247,284	247,284
78 Robeson	*	517,485	\$0.00	517,485	517,485
79 Rockingham	*	311,784	\$0.00	311,784	311,784
80 Rowan	*	434,537	\$0.00	434,537	434,537
82 Sampson	*	295,150	\$0.00	295,150	295,150
83 Scotland	*	220,053	\$0.00	220,053	220,053
84 Stanly	*	205,446	\$0.00	205,446	205,446
85 Stokes	*	139,484	\$0.00	139,484	139,484
86 Surry	*	270,785	\$0.00	270,785	270,785
87 Swain	*	119,064	\$0.00	119,064	119,064
D6 Toe River	*	171,351	\$0.00	171,351	171,351
88 Transylvania	*	110,442	\$0.00	110,442	110,442
90 Union	*	568,902	\$0.00	568,902	568,902
92 Wake	*	0	\$0.00	0	0
93 Warren	*	162,048	\$0.00	162,048	162,048
96 Wayne	*	439,155	\$0.00	439,155	439,155
97 Wilkes	*	249,198	\$0.00	249,198	249,198
98 Wilson	*	337,939	\$0.00	337,939	337,939
99 Yadkin	*	168,997	\$0.00	168,997	168,997
00 Yancey	*	96,682	\$0.00	96,682	96,682
Totals		27,797,814	0	27,797,814	27,797,814

Sign and Date - DPH Program Administrator  03/24/23 2:09 PM EDT	Sign and Date - DPH Section Chief  03/29/23 2:48 PM EDT
Sign and Date - DPH Budget Office - ATC Coordinator  3/30/2023	Sign and Date - DPH Budget Officer  4/3/2023

Margaret Davis

From: Melinda Hill
Sent: Friday, May 19, 2023 9:52 AM
To: Margaret Davis
Subject: Activity 117 FY24 Health 23-0244
Attachments: Unsigned Activity 117 FY24 \$293,828 PHI Local Workforce Development.pdf

Legal has approved the agreement for NC DHHS-DPH Activity 117 FY24. This may be a duplicate email but wanted to make sure that you received it.

Thank you,

Melinda S. Hill

Law Office/Contracts Manager
Moore County Attorney's Office
P.O. Box 905 Carthage, NC 28327
mhill@moorecountync.gov
910.947.4014 Fax 910.947.3612

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Agenda Item: V.A.
Meeting Date: June 20, 2023

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Debra Ensminger
Director of Planning

DATE: June 12, 2023

SUBJECT: Update on Roadway Projects in Moore County

PRESENTER: Matt Kitchen, PE
Assistant Division Maintenance Engineer
North Carolina Department of Transportation
Division 8

REQUEST:

Provide the Board of Commissioners with a brief update regarding roadway projects in Moore County.

BACKGROUND:

Division 8 of the North Carolina Department of Transportation is exploring a few projects within Moore County to address some safety concerns.

IMPLEMENTATION PLAN:

Provide the Board with a brief update.

FINANCIAL IMPACT STATEMENT:

N/A

RECOMMENDATION SUMMARY:

No motion required.

SUPPORTING ATTACHMENTS:

N/A

Agenda Item: VI.A.
Meeting Date: June 20, 2023

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: J. Wayne Vest, County Manager
DATE: June 11, 2023
SUBJECT: FY 2023-2024 Recommended Moore County Budget - Public Hearing
PRESENTER: J. Wayne Vest

REQUEST:

Hold the public hearing regarding the FY 2023-2024 proposed budget for the County of Moore.

BACKGROUND:

After receiving the recommended budget from the County Manager, the Board is required by G.S. 159-12(b) to hold a public hearing. In accordance with the budget schedule previously adopted by the Board, the County Manager presented the recommended budget for FY 2023-2024 on Tuesday, May 16, 2023, and the public hearing has been advertised for Tuesday, June 20, 2023. By following this schedule, the Board will adopt the FY 2023-2024 budget by the required date and meet all statutory requirements to do so.

IMPLEMENTATION PLAN:

The Clerk published notice of the hearing as required by statute.

FINANCIAL IMPACT STATEMENT:

The public hearing does not have a direct financial impact but is part of the process of budget approval, which is scheduled for Thursday, June 22, 2023, at a special called meeting by the Moore County Board of Commissioners. With adoption of the budget, the financial plan for Moore County is put in place for the new fiscal year and the programs, actions, projects, and revenues are approved for implementation.

RECOMMENDATION SUMMARY:

Hold the public hearing to receive public comment regarding the recommended budget for fiscal year 2023-2024 for the County of Moore.

SUPPORTING ATTACHMENTS:

None

MEMORANDUM TO: MOORE COUNTY BOARD OF COMMISSIONERS

FROM: Rachel Patterson, GIS

DATE: June 20, 2023

SUBJECT: Public Hearing – Amendment to the
Moore County Road Name and Addressing Ordinance

PRESENTER: Rachel Patterson

REQUEST:

Request is hereby made for the Board of Commissioners to amend the Moore County Road Naming and Addressing Ordinance to add one (1) road to the ordinance.

BACKGROUND:

On July 10, 1989, the Moore County Board of Commissioners enacted the Moore County Road Name and Addressing Ordinance, establishing the names of roads, a procedure for the future naming or renaming of roads and the numbering of all houses, mobile homes, commercial and industrial buildings. In adopting this Ordinance, the Board recognized the need for the naming of roads outside of municipal limits in the County of Moore and the numbering of residential, commercial and industrial structures, and accessory buildings thereto, as being essential for the operation of the enhanced 911 dispatch system in the County of Moore.

Section 3 of this Ordinance states “No new roads outside of municipal limits in the County of Moore, whether a part of the State Secondary Road System or Private, shall be named without approval of the Board of Commissioners.” The road listed here is for initial naming and is privately maintained; INSPIRATION TRL (P4271).

IMPLEMENTATION PLAN:

Upon adoption of this amendment, a formal letter of notification of the approved road names will be forwarded to individuals who own property along each of these roads.

FINANCIAL IMPACT STATEMENT:

Not Applicable.

RECOMMENDATION SUMMARY:

Staff respectfully requests that the Board of Commissioners make a motion to add one (1) road to the Moore County Road Name and Addressing Ordinance as proposed.

SUPPORTING ATTACHMENTS:

Road Name and Addressing Ordinance

Color Maps

Legal Notice

AMENDMENT TO
THE MOORE COUNTY ROAD NAME AND ADDRESSING ORDINANCE

ADOPTED JULY 10, 1989
AND AS SUBSEQUENTLY AMENDED

RESOLVED by the Board of Commissioners of the County of Moore that Section III ROAD NAMING OF THE ABOVE REFERENCED ORDINANCE BE AMENDED TO ADD, RENAME, OR REMOVE THE FOLLOWING ROADS AS INDICATED:

ADD:

INSPIRATION TRL (P4271).....*Located off Page Store Rd (SR 1172) on the southern side, approximately 0.15 miles west of the intersection of Page Store Rd and Valor Trl (P4213).*

AND, FURTHER, that the effective date of this amendment to the above-described Ordinance shall be upon adoption.

Adopted this 20th day of June 2023.

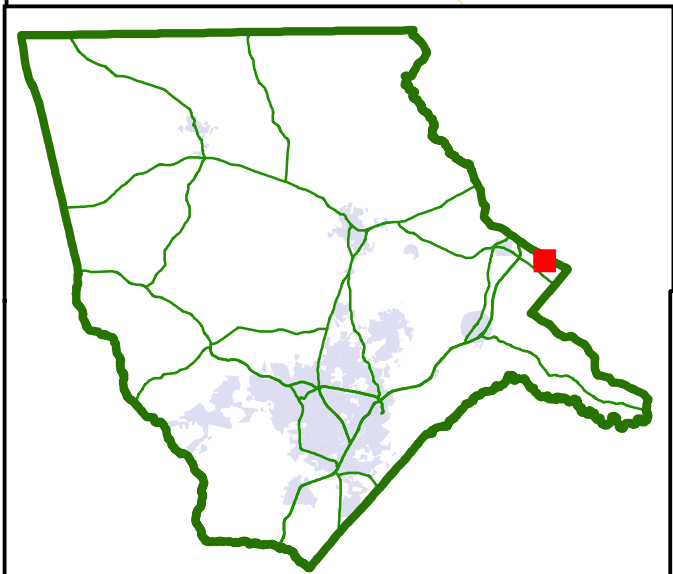
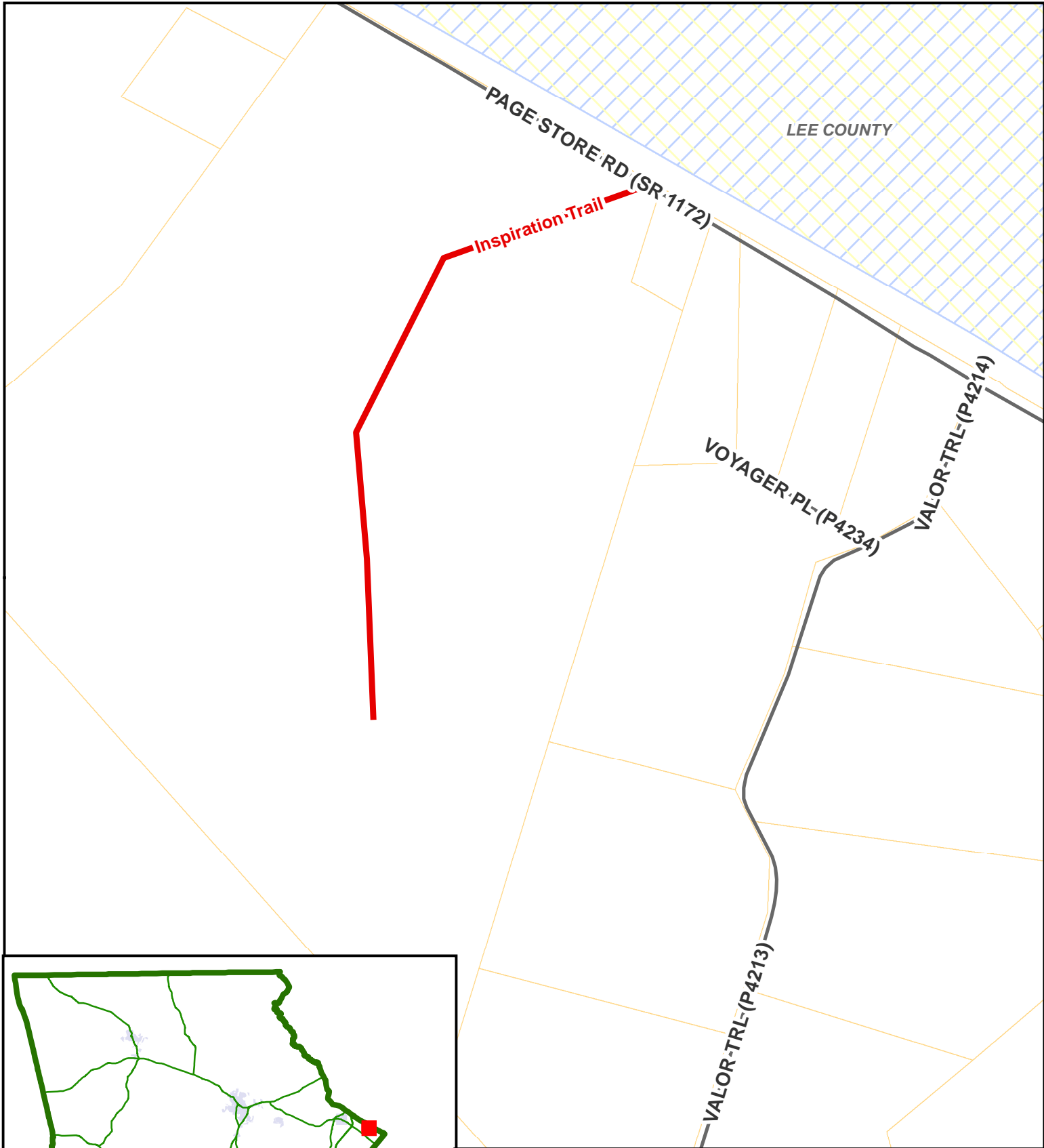
Nick Picerno, Chairman
Moore County Board of Commissioners

Laura Williams, Clerk to the Board
Moore County Board of Commissioners

TABLE OF CONTENTS
MOORE COUNTY ORDINANCE UPDATE
– June 2023 –

NEW/CHANGED/REMOVED ROAD NAME.....MAP NUMBER

INSPIRATION TRL (P4271)..... 1



Moore County Ordinance Update - Map 1

400 Feet

Map Prepared By Moore County GIS Department
Date: 3/22/2023

Moore County GIS Disclaimer
All the information contained on this media is prepared for the inventory of real property found within Moore County. All data is compiled from recorded deeds, plats, and other public records and data. Users of this data are hereby notified that the aforementioned public primary information sources should be consulted for verification of the information. All information contained herein was created for the County's internal use. MOORE COUNTY, ITS OFFICIALS, AGENTS AND EMPLOYEES MAKE NO WARRANTY AS TO THE CORRECTNESS OR ACCURACY OF THE INFORMATION SET FORTH ON THIS MEDIA WHETHER EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE. Any resale of this data is strictly prohibited in accordance with North Carolina General Statutes 132-10. Gnd is based on North Carolina State Plane Coordinate System NAD83 (feet).
Source: \\gisdrbgis\Projects\DEPARTMENTS\ADDRESSING\Streets_ordinance\RoadName_PrefAgenda\UpdateRoads_LetterSize.mxd



Legend	
	Existing Roads
	Parcels
	Cities
	County Line

LEGAL NOTICE



Notice is hereby given that a Public Hearing will be held before the Moore County Board of Commissioners at 5:30 PM on Tuesday, June 20, 2023, in the Commissioners' Meeting Room located on the 2nd floor of the Historic Courthouse in Carthage, North Carolina. The purpose of the hearing is to consider the following:

An amendment to the Moore County Road Name and Addressing Ordinance to add one (1) road to the Ordinance, which is Inspiration Trl.

Information pertaining to this amendment is available for review at the Moore County GIS Department, located at 707 Pinehurst Ave, Carthage, NC 28327, during normal business hours.

Interested persons are invited to attend. Accommodations for individuals with disabilities or impairments will be made upon request to the extent that reasonable notice is given.

Laura Williams,
Clerk to the Board

MEMORANDUM TO THE BOARD OF COMMISSIONERS

FROM: Debra Enslinger
Planning Director

DATE: May 22, 2023

SUBJECT: Conditional Rezoning Request: Rural Agricultural (RA) to Rural Agricultural Conditional Zoning (RA/CZ) – South Carbonton Road

PRESENTER: Debra Enslinger

REQUEST

A request for a Conditional Rezoning from Rural Agricultural (RA) to Rural Agricultural Conditional Zoning (RA-CZ) to construct a 255' antenna support structure with a 4' lightning rod for a Wireless Communication Facility on an approximately 0.11-acre portion of one parcel of approximately 645.21 acres located on S Carbonton Rd., owned by Jordan Two, LLC, per Deed Book 5072 Page 207 and further described as ParID 00003417 in Moore County Tax Records.

Public notification consisted of publishing a legal notice in the local newspaper for two consecutive weeks, notification by mail to adjacent property owners, and placing public hearing signs on the property.

BACKGROUND

The proposed tower is 255 feet tall with a four-foot lightning rod for a total of 259 feet in height.

The property is currently wooded and agricultural land. Adjacent properties include agricultural land and single-family dwellings.

The proposed tower site is on the border of Lee County and Chatham County and the Deep River runs along the edge of the parcel. The NCDOT Annual Average Daily Traffic Count on S Carbonton Rd. at this location is approximately 650 trips per day (2021).

Ordinance standards:

The proposed tower is considered a Major Telecommunications Tower defined as a new or replacement telecommunications tower with a height of 50 feet or more above grade as defined in Section 8.113(G) of the UDO. The standards for a Major Telecommunications Tower are found in Section 8.113(G):

- Setbacks: Towers and their associated antennas shall be set back at least one foot from the front, side, and rear lot lines for each foot of overall wireless communications facility height. This tower is proposed to be 259 feet tall in total and would be set back at least 259 feet from all property lines as shown on the submitted site plan.

- Maximum height: The maximum height (including antenna and other appurtenances) for any new, replaced or co-located telecommunication tower is 300 feet, as measured from the adjacent pre-construction grade to the top of the highest appurtenance on the tower. The proposed height is less than 300 feet.
- Collocation required: Towers of 131 feet in height or higher shall be configured to accommodate the co-location of at least four telecommunications service provider's equipment. The submitted application indicates three co-location slots are available in addition to the original carrier that will place equipment on the tower.

Section 8.113(E) lays out the general standards applicable to all types of Wireless Communication Facilities:

- Building permit required: After approval of a Conditional Rezoning, the applicant will be required to apply for a building permit prior to construction of the tower.
- Compliance with federal and state regulations: All wireless communication facilities shall comply with or exceed standards and regulations of the Federal Aviation Administration (FAA), the Federal Communications Commission (FCC), and other agency of the federal government that regulates wireless communications facilities. In addition to federal requirements, all wireless communication facilities shall comply with or exceed current standards and regulations of the State of North Carolina pertaining to telecommunications facilities NCGS Sections 160D-930 through 160D-934. By signing and submitting the WCF application, the applicant certifies that the proposed tower will comply with federal and state law.
- Interference: No wireless communication facility shall disturb, diminish, or interfere with public safety, radio, television, or other wireless telecommunications signals in accordance with FCC requirements. The applicant provided a letter from an engineer certifying there will be no interference.
- Structurally Sound: All elements of a facility shall demonstrate, to the satisfaction of the County, that the equipment and the structure supporting the equipment is structurally sound and can accommodate the proposed equipment and appurtenances. The applicant submitted a structural report detailing the structural integrity of the proposed tower.
- Sight Distance at Intersections: All elements of a wireless communication facility shall be located outside of, and shall in no way obstruct, required sight distance triangles. This requirement shall apply to existing streets as well as to future street intersections that have been designed or where right-of-way is currently being protected by the State. The proposed site is not in a sight distance triangle.
- Accessory Equipment: Accessory equipment, including any buildings, cabinets, or shelters, shall be used only for the purposes of housing telecommunications equipment and other supplies in direct support of the operation of the wireless communications facility. Any equipment or materials not used in direct support of such operation shall not be stored on the site. The submitted site plan identifies all equipment to be located at the site.
- Obstruction Lighting: Lighting of a wireless communications facility shall be limited to that required for compliance with FAA minimum standards. Any lighting required by the FAA must be of the minimum intensity and number of flashes per minute (i.e., the longest duration between flashes) allowable by the FAA. Nighttime strobing or flashing lights are prohibited, unless required by the FAA. The applicant submitted a letter from

an engineer certifying that the proposed wireless communication facility shall be limited to that required for compliance with FAA minimum standards.

- **Signage:** Signage shall be limited to safety or informational signage identifying the party responsible for the operation and maintenance of the facility and any additional security or safety signs, as necessary, in the opinion of the Administrator. No additional signage is proposed.
- **Unauthorized Access Prohibited:** Telecommunications towers and vertical projections with telecommunications equipment with a height of 30 feet above grade or more shall be designed or configured to prevent unauthorized persons from climbing on the wireless communication facility whether through use of walls or fencing with a minimum height of six feet above adjacent grade, or anti-climbing devices. The tower is proposed to be surrounded by an eight-foot-high chain link fence.
- **Biennial Operating Permit:** Persons operating wireless communication facilities on the effective date of this Ordinance shall comply with this permit requirement. Before a biennial operating permit shall be issued or renewed, the applicant must certify that:
 - i. In compliance with current FCC rules and FCC license is in good standing.
 - ii. Evidence of the continued Liability Insurance of a minimum \$1,000,000.
 - iii. Evidence of any bond or other security if the wireless communications facility remains in full force.
 - iv. Permit fees shall not be pro-rated.
 - v. Private business users operating a single wireless communications facility at their place of business and government uses are exempt from the fee.

The applicant will be required to obtain a Biennial Operating Permit prior to the issuance of a building permit.

- **Removal:**
 - i. The County may require the wireless services provider or the owner of the land, if different, to remove an abandoned wireless communications facility within 30 days of the date it is deemed abandoned.
 - ii. Should the wireless services provider, or the owner of the land, if different, fail to remove the abandoned wireless communications facility within 30 days of the date that notice of abandonment is filed, the County may cause the wireless communications facility to be removed and may recover the actual cost of such removal, including legal fees, if any, from the wireless services provider, or the owner of the land, if different. The applicant has submitted a tower removal bond ensuring proper removal in the case that the wireless communications facility is abandoned.
- **Liability Insurance:**
 - i. The permit holder for wireless communications facilities shall secure and at all times maintain public liability insurance for personal injuries, death, and property damage, and umbrella insurance coverage, until the tower is removed from the site, in amounts as set forth below:
 - 01. Commercial general liability covering personal injuries, death, and property damage: \$1,000,000 per occurrence/\$2,000,000 aggregate;
 - 02. Automobile coverage: \$1,000,000 per occurrence/\$2,000,000 aggregate; and
 - 03. Worker's compensation and disability: statutory amounts.

- ii. The commercial general liability insurance policy shall specifically include the County and consultants as an additional named insured.
- iii. The insurance policies shall be issued by an agent or representative of an insurance company licensed to do business in the state and with a Best's rating of at least A.
- iv. The insurance policies shall contain an endorsement obligating the insurance company to furnish the County with at least 30 days' prior written notice in advance of the cancellation of the insurance.
- vi. Renewal or replacement policies or certificates shall be delivered to the County at least 15 days before the expiration of the insurance that such policies are to renew or replace. vi. Before construction of a permitted wireless communications facility is initiated, but in no case later than 15 days after issuance of the zoning permit, the permit holder shall deliver to the County a copy of each of the policies or certificates representing the insurance in the required amounts.

The applicant has submitted proof of insurance meeting the requirements specified above.

Other applicable ordinance standards:

Chapter 16. Watershed Overlay Districts:

The property is located within the Deep River (Cape Fear) WS-IVP watershed which restricts non-residential development without curb and gutter to 36% built-upon area for the entire parcel. The applicant provided the following impervious surface calculations on the site-specific development plan:

- Existing impervious surface: 0 square feet (0% of parcel)
- Proposed impervious surface: 11,414 square feet (0.04% of parcel)

Chapter 17. Flood Damage Prevention:

Portions of the parcel are in an AE flood zone, but the proposed tower site is outside of the flood zone.

Other factors affecting this parcel:

Red Cockaded Woodpeckers are not a factor on this parcel. The nearest Voluntary Agricultural District is approximately 1.35 miles away.

COMMUNITY MEETING

The community meeting was conducted at the Moore County Sports Complex Multi-Purpose Room on April 20, 2023, between 6:00 pm and 7:00 pm. Adjacent properties were notified by certified return receipt mail, sent on April 13, 2023. Please refer to the attached report for more details.

CONDITIONAL ZONING (CZ)

Conditional rezoning affords a degree of certainty in land use decisions not possible when rezoning to a general district. Conditional Zoning Districts are established to provide for flexibility in the development of property while ensuring that the development is compatible with neighboring uses. Pursuant to NCGS 160D-703, conditional zoning districts require the

approval of a rezoning by the Moore County Board of Commissioners and approval of a site-specific development plan allowing for the development of specific land uses.

Parallel conditional zoning districts are restricted to those uses (meaning either one or multiple uses) listed in the corresponding general use zoning district.

The request shall be in compliance with all relevant portions of the UDO, except that variations from these standards may be approved by the Board of Commissioners if the site plan is submitted and determined to be suitable for the request, is consistent with the intent of the standards, and ensures compatibility with land uses on surrounding properties.

Specific additional conditions applicable to the rezoning request may be proposed by the applicant, the Planning Board, or Board of Commissioners. Only those conditions mutually approved by the county and the applicant may be incorporated into the permit requirements. If a proposed condition is unacceptable to the owner, the petition can be withdrawn, and the proposed rezoning cannot go forward. Likewise, if a condition is unacceptable to the Board of Commissioners, the petition can be denied and there is no rezoning.

Per NCGS 160D-703(b), conditions and site-specific standards shall be limited to those that address the conformance of development and use of the site to County ordinances and officially adopted plans and those that address the impacts reasonably expected to be generated by the development or use of the site.

ZONING DISTRICT COMPATIBILITY

The requested rezoning to Rural Agricultural Conditional Zoning (RA-CZ) is consistent with the existing uses located near the property, including agricultural uses, as the underlying zoning district will remain Rural Agricultural (RA). The surrounding area is zoned Rural Agricultural (RA).

CONSISTENCY WITH THE 2013 MOORE COUNTY LAND USE PLAN

The future land use map identifies the property as Rural Agricultural Classification. The requested zoning to Rural Agricultural-Conditional Zoning (RA-CZ) is compatible with the Rural Agricultural Land Use Classification as the underlying district will remain Rural Agricultural (RA) and the request is limited to the Wireless Communication Facility Use. Wireless Communication service is in demand in a largely rural area.

The Land Use Plan states the primary use of the Rural Agricultural Land Use Classification is to support rural residential life associated with agricultural uses (e.g., row crops, forestry, horticulture, grazing, poultry, dairy, swine operations, and intensive agricultural uses in certain areas) and other rural activities.

The Moore County Unified Development Ordinance states the Rural Agricultural (RA) district is intended to encourage the continuance of agricultural uses as well as to ensure that residential development of appropriate intensities that are consistent with the suitability of land, availability of public services, and that are compatible with surrounding development, will occur at appropriate densities to provide a healthful environment. The RA District is also intended to

accommodate rural commercial activities where the use of site-specific development plans, individualized development conditions, vegetative buffers, larger lots, and the compatibility of adjacent land uses are considered to provide suitable locations for rural commerce and other rural activities.

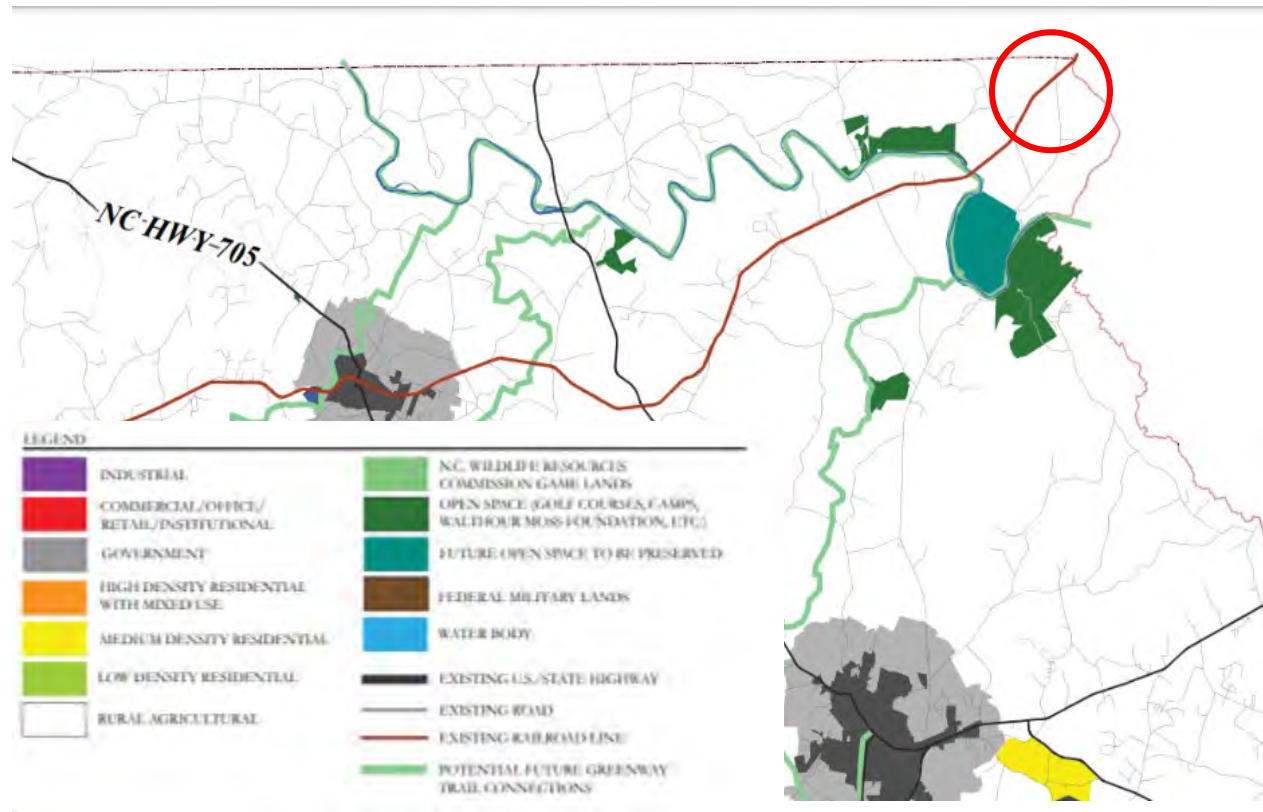
The use is not specifically designated in the Land Use Plan in the area where proposed, however the use is a much-needed service within this rural area of Moore County and can be established without adversely altering the recommended land use and character of the area. No additional infrastructure (water, sewer, transportation) is needed for this development.

The rezoning request aligns with the following Goal and Recommendations as included in the attached Land Use Plan Consistency Statement:

Goal 1: Preserve and Protect the Ambiance and Heritage of the County of Moore (inclusive of areas around municipalities),

- Recommendation 1.1: Encourage the conservation of farmland for farming and forestland for forestry.
 - The tower site will be limited to a small (0.11 acre) portion of the subject parcel. The rest of the property will remain zoned for agricultural uses.
 - The underlying RA zoning district is consistent with the Rural Agricultural land use classification which calls for supporting rural residential life associated with agricultural uses (e.g. row crops, forestry, horticulture, grazing, poultry, dairy, swine operations, and intensive agricultural uses in certain areas).
- Recommendation 1.5: Encourage and support development and land use principles by ensuring Moore County's cultural, economical, and natural resources are considered appropriately, including Action 1.5.2: Support new developments that utilize existing or implement planned infrastructure that most economically preserves open space and important historical, natural and cultural features.
 - The proposed tower site has been designed to impact a very small (0.11 acre) portion of the subject parcel and would provide enhanced wireless infrastructure to support the surrounding rural area.

MOORE COUNTY FUTURE LAND USE MAP



RECOMMENDATION

Staff recommends the Moore County Board of Commissioners make two separate motions:

Motion #1: Make a motion to adopt the attached **Approval** or **Denial** Moore County Board of Commissioners Land Use Plan Consistency Statement and authorize its Chairman to execute the document as required by North Carolina General Statute 160D-604.

Motion #2: Make a motion to **Approve** or **Deny** the Conditional Rezoning from Rural Agricultural (RA) to Rural Agricultural-Conditional Zoning (RA-CZ) to construct a 255' antenna support structure with a 4' lightning rod for a Wireless Communication Facility on an approximately 0.11-acre portion of one parcel of approximately 645.21 acres located on S Carbonton Rd., owned by Jordan Two, LLC, per Deed Book 5072 Page 207 and further described as ParID 00003417 in Moore County Tax Records.

ATTACHMENTS

- Pictures of Property and Adjacent Properties
- Vicinity Map
- Land Use Map
- Zoning Map
- Landmarks Map
- Board of Commissioners Consistency Statement – Approval

- Board of Commissioners Consistency Statement – Denial
- Submitted Conditional Rezoning Application
- Submitted Wireless Communications Facilities Application
- Submitted Site Specific Development Plan
- Community Meeting Report
- Deed Book 5072 Page 207

View of subject property from S Carbonton Rd



View of S Carbonton Rd. looking South



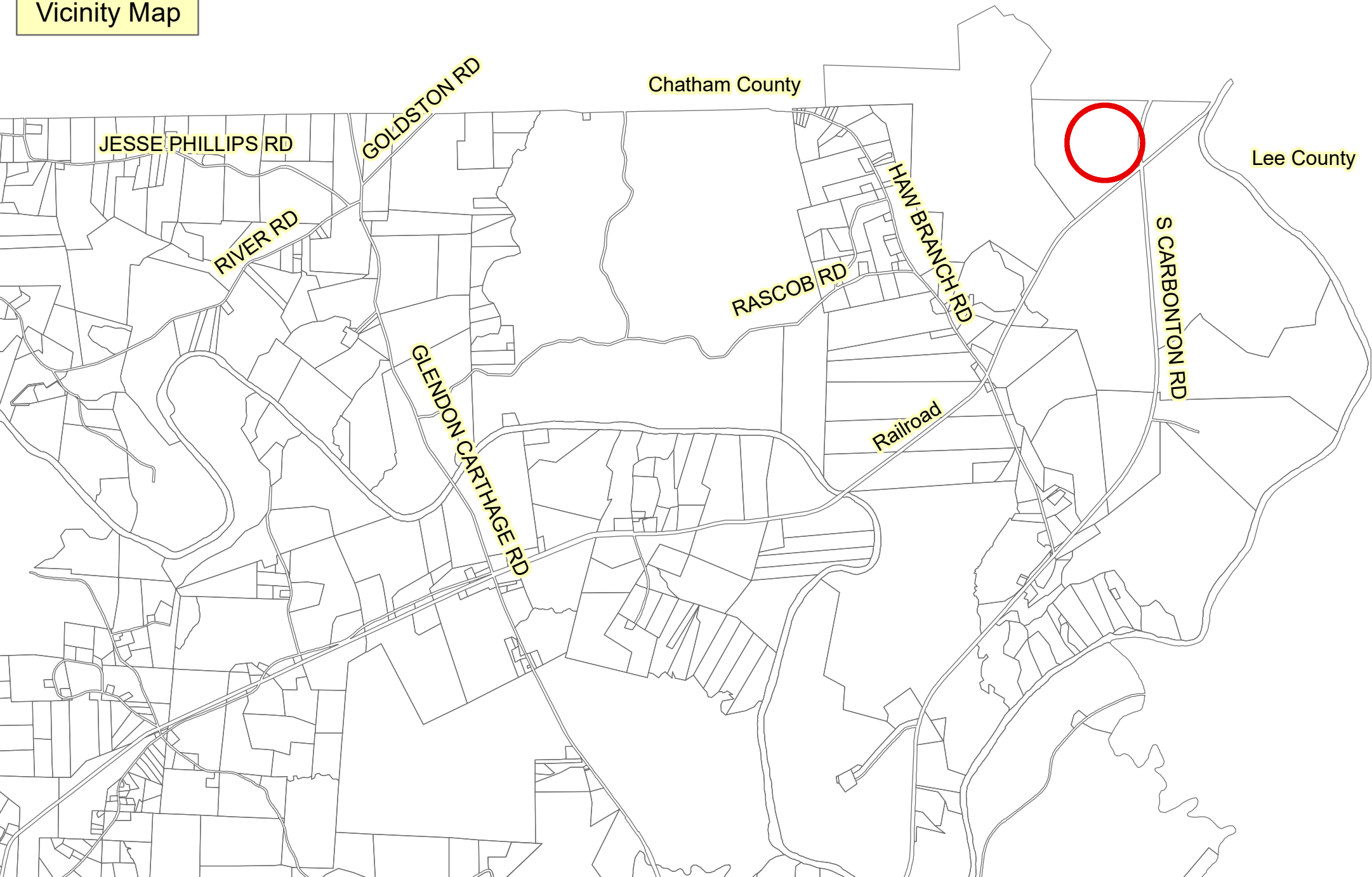
View of S Carbonton Rd looking North



View across S Carbonton Rd



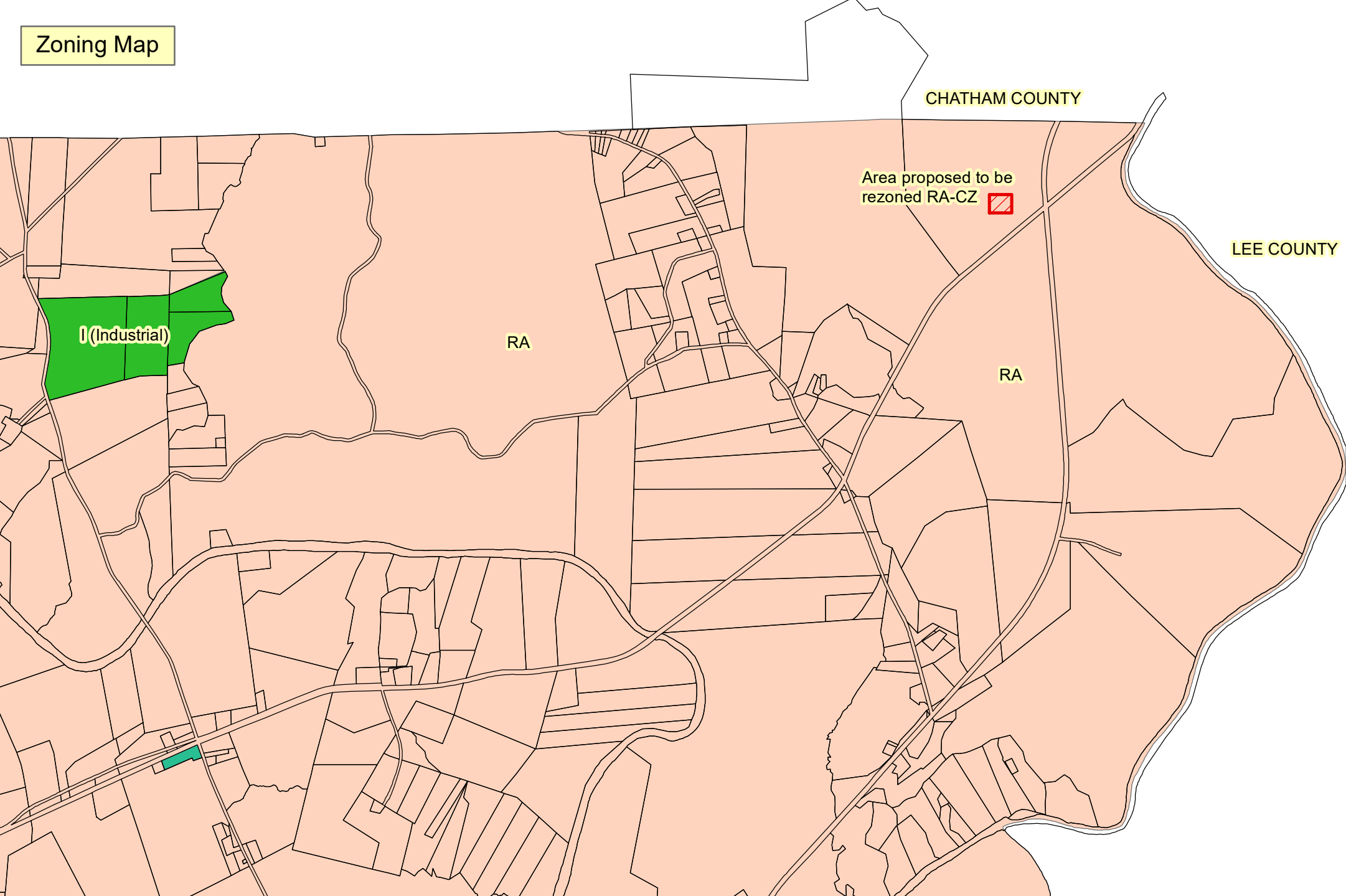
Vicinity Map



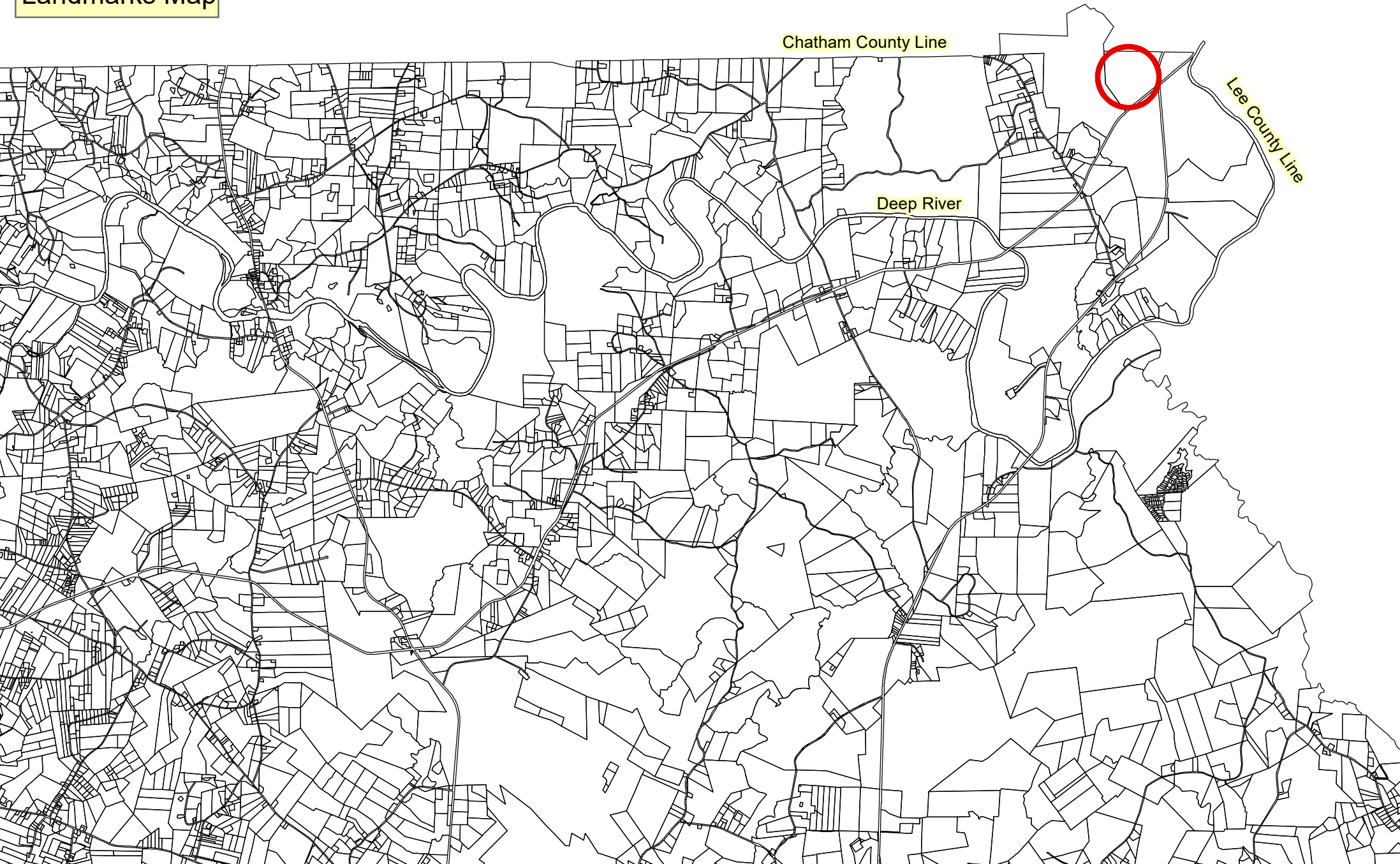
Land Use Map



Zoning Map



Landmarks Map



Moore County Board of Commissioners
Land Use Plan Consistency Statement
Conditional Rezoning Request
Rural Agricultural (RA) to Rural Agricultural Conditional Zoning (RA-CZ)

The Moore County Board of Commissioners finds that:

The proposed conditional rezoning is consistent with the following goals as listed in the 2013 Moore County Land Use Plan:

1. Goal 1: Preserve and Protect the Ambiance and Heritage of the County of Moore (inclusive of areas around municipalities)
 - Recommendation 1.1: Encourage the conservation of farmland for farming and forestland for forestry.
 - The tower site will be limited to a small (0.11 acre) portion of the subject parcel which will remain zoned for agricultural uses.
 - The underlying RA zoning district is consistent with the Rural Agricultural land use classification which calls for supporting rural residential life associated with agricultural uses (e.g. row crops, forestry, horticulture, grazing, poultry, dairy, swine operations, and intensive agricultural uses in certain areas).
 - Recommendation 1.5: Encourage and support development and land use principles by ensuring Moore County's cultural, economical, and natural resources are considered appropriately, including Action 1.5.2: Support new developments that utilize existing or implement planned infrastructure that most economically preserves open space and important historical, natural and cultural features.
 - The proposed tower site has been designed to impact a very small (0.11 acre) portion of the subject parcel and would provide enhanced wireless infrastructure to support the surrounding rural area.

The proposed conditional rezoning is reasonable and in the public interest because:

1. It supports the 2013 Moore County Land Use Plan policies and goals above.
2. The proposed conditional zoning district is consistent with the Rural Agricultural Future Land Use Category in that location.

3. The rezoning would allow for expanded wireless communication service in a largely rural area.

Therefore, the Moore County Board of Commissioners **APPROVES** the Conditional Rezoning from Rural Agricultural (RA) to Rural Agricultural Conditional Zoning (RA-CZ) to construct a 259' antenna support structure for a Wireless Communication Facility on an approximately 0.11-acre portion of one parcel of approximately of one parcel of approximately 645.21 acres located on S Carbonton Rd., owned by Jordan Two, LLC, per Deed Book 5072 Page 207 and further described as ParID 00003417 in Moore County Tax Records.

Nick Picerno, Chair
Moore County Board of Commissioners

Date

Moore County Board of Commissioners
Land Use Plan Consistency Statement
Conditional Rezoning Request
Rural Agricultural (RA) to Rural Agricultural Conditional Zoning (RA-CZ)

The Moore County Board of Commissioners finds that:

The proposed conditional rezoning is not consistent with the following goals as listed in the 2013 Moore County Land Use Plan:

1. It is not consistent with Goal 1: Preserve and Protect the Ambiance and Heritage of the County of Moore (inclusive of areas around municipalities)
 - Recommendation 1.1: Encourage the conservation of farmland for farming and forestland for forestry.

The proposed conditional rezoning is not reasonable and not in the public interest because the proposed conditional rezoning will have an unreasonable impact on the surrounding community.

Therefore, the Moore County Board of Commissioners **DENIES** the Conditional Rezoning from Rural Agricultural (RA) to Rural Agricultural Conditional Zoning (RA-CZ) to construct a 259' antenna support structure for a Wireless Communication Facility on an approximately 0.11-acre portion of one parcel of approximately of one parcel of approximately 645.21 acres located on S Carbonton Rd., owned by Jordan Two, LLC, per Deed Book 5072 Page 207 and further described as ParID 00003417 in Moore County Tax Records.

Nick Picerno, Chair
Moore County Board of Commissioners

Date



County of Moore Planning and Inspections

Inspections/Permitting: (910) 947-2221

Planning: (910) 947-5010

Fax: (910) 947-1303

WIRELESS COMMUNICATION FACILITIES (WCF) FREESTANDING NON-CONCEALED

Applicant Information

Applicant Name: Jonathan L. Yates for Milestone Towers Contact Name: Jonathan L. Yates

Address: 105 Broad Street, 3rd Floor City: Charleston State: SC Zip: 29401

Office Phone: (843) 414-9754 Cell Phone: (843) 813-0103 Fax: _____

Email: JLC@hellmanyates.com

Applicant Classification: ☐ Commercial Wireless Provider ☐ Governmental User ☒ Private Business User

Is this a joint application by two or more wireless service providers? ☐ YES ☒ NO

If this is a joint application, please attach contact information for each additional applicant.

Parcel Information

ParID #: 00003417 Zoning District: RA

Address: Off of South Caribnton Road City: Standford State: NC Zip: 27330

Landowner Information

Landowner Name: Jordan Two, LLC Phone: (843) 414-9754

Address: PO Box 98 City: Mount Gilead State: NC Zip: 27252

WCF Owner Information

Owner Name: Milestone Towers Limited Partnership IV Contact Name: Matthew Penning

Address: 1801 Old Reston Ave #101 City: Reston State: VA Zip: 20190

Office Phone: (703) 865-4697 Cell Phone: _____ Fax: _____

Email: matt@milestonetowers.com

WCF Facility Information

Street Address: Off of South Caribnton Road City: Standford State: NC Zip: 27330

Latitude: N 35° 30' 50.80" Longitude: W 79° 21' 33.60"

Support structure height: 255' Ground elevation (ASML): 292.2'

Support structure description: ☐ Monopole ☐ Rooftop ☒ Self Supporting Lattice Tower ☐ Guyed Tower ☐ Other

Width of support structure at the height of the appurtenance 5'-6" Horizontal length of appurtenance 1/2 inch diameter
Lightning rod is

Height of proposed co-location (AGL): 250' Additional co-locations available? ☒ YES ☐ NO

Number of co-location slots available: 3



County of Moore Planning and Inspections

Inspections/Permitting: (910) 947-2221

Planning: (910) 947-5010

Fax: (910) 947-1303

Please check each item per the Moore County Unified Development Ordinance Section 8.113(E):

- ☒ Site Plan. Drawing in accordance with Section 4.2.D
- ☒ Liability Insurance. The permit holder for wireless communications facilities shall secure and at all times maintain public liability insurance for personal injuries, death, and property damage, and umbrella insurance coverage, until the tower is removed from the site, in amounts as set forth below
 01. Commercial general liability covering personal injuries, death, and property damage: \$1,000,000 per occurrence/\$2,000,000 aggregate;
 02. Automobile coverage: \$1,000,000 per occurrence/\$2,000,000 aggregate; and
 03. Worker's compensation and disability: statutory amounts.
- ☒ Radio Frequency. A statement from a registered engineer that the WCF will be maintained and operated in accordance with all applicable Federal Communications Commission (FCC) rules regarding radio frequency emissions and interference and if there is interference with public safety communications, the applicant shall utilize procedures set forth by the FCC and the party causing the interference shall reimburse the County for all costs associated with resolving the interference.
- ☒ Structural Analysis. Signed and sealed by a NC Registered Professional Engineer that all elements of a telecommunication facility shall demonstrate, to the satisfaction of the County, that the equipment and the structure supporting the equipment is structurally sound and can accommodate the proposed equipment and appurtenances.
- ☒ Lighting. Applicant shall provide documentation that lighting of a wireless communications facility shall be limited to that required for compliance with FAA minimum standards. Any lighting required by the FAA must be of the minimum intensity and number of flashes per minute (i.e., the longest duration between flashes) allowable by the FAA. Nighttime strobing or flashing lights are prohibited, unless required by the FAA.
- ☒ Owner Authorization. Proof that a property and/or antenna support structure owner's agent has appropriate authorization to act upon the owner's behalf if applicable.
- ☒ Bond. Applicant shall submit a performance bond or letter of credit from an accepted bank in the amount of \$20,000 or a bond equal to the written estimate from a qualified tower removal contractor to guarantee that the facility will be removed when no longer in use. Colocation applicants shall provide evidence that the colocation is covered under the WCF bond, or shall provide a new performance bond equal to the written estimate from a qualified tower removal contractor to remove their equipment, cabinets, antenna, feed wires and all other appurtenances in colocation applicant's ownership/lease upon applicant's cessation of use.
- ☒ US Fish and Wildlife Service submitted information, if applicable. ☐ Yes ☐ No
- ☒ National Environmental Policy Act (NEPA) checklist, if applicable. ☐ Yes ☐ No
- ☒ State Historic Preservation Office (SHPO) letter, if applicable. ☐ Yes ☐ No
- ☒ Federal Aviation Administration (FAA) approval, if applicable. ☐ Yes ☐ No



County of Moore Planning and Inspections

Inspections/Permitting: (910) 947-2221
Planning: (910) 947-5010
Fax: (910) 947-1303

ENDORSEMENT

All wireless communication facilities shall comply with or exceed current standards and regulations of the Federal Aviation Administration (FAA), the Federal Communications Commission (FCC), and any other agency of the federal government that regulates wireless communications facilities. In addition to federal requirements, all wireless communication facilities shall comply with or exceed current standards and regulations of the State of North Carolina pertaining to telecommunications facilities NCGS Sections 160D-930 through 160D-934.

The applicant certifies that all statements, certifications, and representations supplied in this application are true and correct and that the person signing this application is duly authorized to execute this application and otherwise to act on the applicant's behalf with respect thereto:

I (We), the undersigned, certify that all statements furnished in this application are true to the best of my (our) knowledge, and do hereby agree to follow all reasonable requests or information as designated by the County of Moore Zoning Administrator.

Jordan Two, LLC
By: *Russ. Jack* *03/13/2023*
Applicant/Owner Signature Date

[Signature] *03.16.23*
Applicant/Owner Signature Date

Office Use Only:

PAR ID: *00003417*

Russ Pedersen *3/20/23*
Received By Date

App#44565



County of Moore Planning and Inspections

Inspections/Permitting: (910) 947-2221
Planning: (910) 947-5010
Fax: (910) 947-1303

Conditional Rezoning Application

Application Date: 03/16/2023			
Address of Property: Off of South Carbonton Road, Stanford, NC 27330		00003417	
Applicant: Jonathan L. Yates for Milestone Towers Limited Partnership IV		Phone: (843) 414-9754	
Applicant Address: 105 Broad Street, 3rd Floor	City: Charleston	St: SC	Zip: 29401
Owner: Jordan Two, LLC		Phone:	
Owner Address: PO Box 98	City: Mount Gilead	St: NC	Zip: 27252
Current Zoning District: RA	Proposed Zoning District: RA-CZ		
Current Use(s): Vacant Land	Proposed Use(s): Wireless Telecommunications Facility		
Proposed rules, regulations, condition(s) for the proposed district that address the impacts expected to be generated by the development or use of the site: Non-Applicable			
Statement of reasonableness of the proposed conditional zoning. The statement shall include, but not be limited to the following: 1. The conditional rezoning compatibility with the County Land Use Plan and other adopted plans of the County. 2. The conditional rezoning compatibility with the existing land uses on abutting and neighboring tracts. 3. The benefits and detriments of the conditional rezoning for the subject property, neighboring properties and the surrounding community. 1.) Goal # 1 of the Growth Management Policy of the 2020 Moore County Land Use Plan to preserve and protect the ambiance and heritage of Moore County. The recommendations and actions within this goal broadly describe being mindful of the intensity of the proposed land use. This 645.21 acre tract provides a perfect location for the proposed wireless communications facility. The proposed wireless communications facility will benefit the community and maintain the "ambiance and heritage" of Moore County. 2.) The proposed wireless communications facility will be compatible with the existing land uses on abutting and neighborhood lands due to the size of the Jordan Two, LLC property and the facility's careful placement on the property 3.) The proposed wireless communications facility will benefit the surrounding community by providing necessary and effective wireless infrastructure for both voice and broadband.			

I (We), the undersigned, certify that all statements furnished in this application are true to the best of my (our) knowledge, and do hereby agree to follow all reasonable requests or information as designated by the County of Moore Zoning Administrator.

Jordan Two, LLC
By: *R.B. Johnson, IR Manager* 03/13/2023
Applicant/Owner Signature Date

[Signature] 03.16.23
Applicant/Owner Signature Date

Office Use Only:

PAR ID: 00003417

Butter Pedersen

Received By

3/20/23
Date

App# 44565



CARBONTON BRANCH

255' SELF-SUPPORT TOWER

MOORE COUNTY SHERIFF DEPARTMENT
302 S MCNEILL ST
CARTHAGE, NC 28327
PHONE: (910) 947-2931
ATTN.: CUSTOMER SERVICE

GLENDON-CARTHAGE EMS FIRE STATION 38 DEPARTMENT
2024 GLENDON CARTHAGE RD
GLENDON, NC 27325
PHONE: (910) 944-2024
ATTN.: CUSTOMER SERVICE

SITE ADDRESS (E-911 TBD)

NEAR 269 S. CARBONTON RD
SANFORD, NC 27330
MOORE COUNTY
LATITUDE: 35° 30' 50.80" N
LONGITUDE: 79° 21' 33.60" W
TAX/PIN #: 00003417
ZONING: R-4



VICINITY MAP



DRIVING DIRECTIONS

JURISDICTION:
MOORE COUNTY

STATE:
NORTH CAROLINA

TOWER TYPE:
SELF-SUPPORT TOWER

TOWER HEIGHT:
255' (255' TO HIGHEST APPURTENANCE)

NUMBER OF CARRIERS:
1 PROPOSED, 3 FUTURE

USE:
PROPOSED TELECOMMUNICATIONS TOWER
AND UNMANNED EQUIPMENT

FLOOD INFO
SITE IS LOCATED WITHIN FEMA FLOOD MAP
AREA 570868400M DATED 11/17/2017 WITHIN
FLOOD ZONE X.

PROJECT SUMMARY

DEVELOPER
MILESTONE COMMUNICATIONS
12110 SUNSET HILLS RD, #600
RESTON, VA 20190
PHONE: (703) 288-5093
ATTN.: MATT PENNING

POWER COMPANY
DUKE ENERGY PROGRESS
PHONE: (800) 452-2777
ATTN.: CUSTOMER SERVICE

PROPERTY OWNER
JORDAN TWO, LLC
P.O. BOX 98
MOUNT GILEAD, NC 27306

CONSULTANT
KIMLEY-HORN AND ASSOCIATES, INC.
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GEORGIA 30009
PHONE: (770) 545-6105
ATTN.: DAVID FRANKLIN

CONTACTS

SHEET NO.	SHEET TITLE
T1	COVER SHEET
T2	APPENDIX B - BUILDING CODE SUMMARY
--	SITE SURVEY (SHEET 1 OF 3)
--	SITE SURVEY (SHEET 2 OF 3)
--	SITE SURVEY (SHEET 3 OF 3)
N1	GENERAL NOTES
C0	OVERALL PARCEL PLAN
C1	OVERALL SITE PLAN
C2	SITE PLAN
C3	FENCE, GATE, AND COMPOUND DETAILS
C4	GRADING AND EROSION CONTROL PLAN
C5	GRADING AND EROSION CONTROL DETAILS
C6	ACCESS ROAD DETAILS
C7	SITE SIGNAGE DETAILS
C8	ANTENNA AND TOWER ELEVATION DETAILS
E1	ELECTRICAL NOTES
E2	UTILITY SERVICE ROUTING PLAN
E3	METER RACK DETAILS - FRONT
E3.1	METER RACK DETAILS - REAR
E4	ELECTRICAL SINGLE LINE DIAGRAM
E4.1	ELECTRICAL SINGLE LINE DIAGRAM
E5	GROUNDING NOTES
E6	GROUNDING PLAN
E7	GROUNDING DETAILS

SHEET INDEX

MOORE COUNTY PLANNING & ZONING
1048 CARRIAGE OAKS DR
CARTHAGE, NC 28327
PHONE: (910) 947-5010
ATTN.: CUSTOMER SERVICE

PERMIT INFORMATION



PROJECT INFORMATION:

SITE NAME:
CARBONTON BRANCH

**NEAR 269 S. CARBONTON RD
SANFORD, NC 27330
MOORE COUNTY**



PLANS PREPARED BY:

REVISIONS:

REV.	DATE	ISSUED FOR	BY
8			
7			
6			
5			
4			
3			
2			
1	03/29/23	CONSTRUCTION	DMF

LICENSER:

SEAL:

PROFESSIONAL ENGINEER

DAVID FRANKLIN

042023

51513

KHA PROJECT NUMBER:

013272912

ISSUED BY:

WTF

CHECKED BY:

DMF

COVER SHEET

SHEET NUMBER:

T1

1.00 GENERAL NOTES

- 1.01 ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE DRAWINGS AND SPECIFICATIONS. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE STATE, LOCAL AND FEDERAL ORDINANCES AND OR REGULATIONS APPLICABLE TO THIS PROJECT.
- 1.02 THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE WORK OF ALL TRADES AND SHALL CHECK ALL DIMENSIONS. ALL DISCREPANCIES SHALL BE CALLED TO THE ATTENTION OF THE PROJECT MANAGER AND/OR ENGINEER AND BE RESOLVED BEFORE PROCEEDING WITH WORK. WHERE THERE IS A CONFLICT BETWEEN DRAWINGS AND MILESTONE SPECIFICATIONS, THE MILESTONE PROJECT ENGINEER SHOULD BE CONTACTED FOR CLARIFICATION.
- 1.03 ALL INFORMATION SHOWN ON THE DRAWINGS RELATIVE TO EXISTING CONDITIONS IS GIVEN AS THE BEST PRESENT KNOWLEDGE, BUT WITHOUT GUARANTEE OF ACCURACY. WHERE ACTUAL CONDITIONS CONFLICT WITH THE DRAWINGS, THEY SHALL BE REPORTED TO THE PROJECT MANAGER AND/OR ENGINEER SO THAT PROPER REVISIONS MAY BE MADE. MODIFICATION OF DETAILS OF CONSTRUCTION SHALL NOT BE MADE WITHOUT WRITTEN APPROVAL OF THE PROJECT MANAGER AND/OR ENGINEER.
- 1.04 CONTRACTOR SHALL REVIEW AND BE FAMILIAR WITH SITE CONDITIONS AS SHOWN ON THE ATTACHED SITE PLAN AND/OR SURVEY DRAWINGS.
- 1.05 ALL FINISHED GRADES SHALL SLOPE MINIMUM 1/4" IN /FT. AWAY FROM EQUIPMENT IN ALL DIRECTIONS. CONTRACTOR SHALL SLOPE SWALES AS REQUIRED ALONG EXISTING TERRAIN TO DRAIN AWAY FROM COMPOUND AND ACCESS DRIVE.
- 1.06 THE PROPOSED TOWER AND TOWER FOUNDATIONS WERE DESIGNED BY OTHERS. TOWER INFORMATION PROVIDED ON THESE PLANS ARE PROVIDED FOR REFERENCE PURPOSES ONLY. NOTIFY ENGINEER OR PROJECT MANAGER OF ANY CONFLICTS OR DISCREPANCIES. IF AVAILABLE, FROM MILESTONE PROJECT MANAGER TO CONFIRM COAX ROUTING AND ANTENNA MOUNT INFORMATION.
- 1.07 THE CONTRACTOR SHALL PROVIDE ADEQUATE EXCAVATION SLOPING, SHORING, BRACING, AND GUYS IN ACCORDANCE WITH ALL NATIONAL, STATE, AND LOCAL SAFETY ORDINANCES.
- 1.10 UPON COMPLETION OF CONSTRUCTION, CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE CAUSED BY CONSTRUCTION ACTIVITIES TO THE EXISTING ACCESS ROAD AND EXISTING DRIVEWAYS. ANY NEW FILL MATERIALS SHALL BE COMPACTED.
- 1.11 THE CONTRACTOR IS HEREBY NOTIFIED THAT PRIOR TO COMMENCING CONSTRUCTION, HE IS RESPONSIBLE FOR CONTACTING THE UTILITY COMPANIES INVOLVED AND SHALL REQUEST A VERIFICATION OF THE CONSTRUCTION SITE OF THE LOCATIONS OF THEIR UNDERGROUND UTILITIES AND WHERE THEY MAY POSSIBLY CROSS THE CONSTRUCTION SITE. THE CONTRACTOR SHALL OBTAIN THESE PLANS. THE CONTRACTOR OR ANY SUBCONTRACTOR FOR THIS CONTRACT WILL BE REQUIRED TO NOTIFY NORTH CAROLINA 811 48 HOURS IN ADVANCE OF PERFORMING ANY WORK BY CALLING THE TOLL FREE NUMBER (800) 632-4949 (OR 811). ANY UTILITIES DAMAGED BY CONSTRUCTION ACTIVITIES SHALL BE REPAIRED BY THE CONTRACTOR, AT NO EXPENSE TO THE OWNER.
- 1.12 CONTRACTOR TO PROVIDE DUMPSTER AND PORTABLE TOILET FACILITY DURING CONSTRUCTION.
- 1.13 CONTRACTOR TO PROVIDE STYME LOCK OR EQUIVALENT AS APPROVED BY MILESTONE PROJECT MANAGER.
- 1.14 CONTRACTOR TO PROVIDE ANY NECESSARY SIGNAGE PER MILESTONE PROJECT MANAGER'S INSTRUCTIONS. SEE DETAIL ON SHEET C7.

2.00 EQUIPMENT FOUNDATION NOTES

- 2.01 FOUNDATIONS ARE DESIGNED FOR A PRESUMPTIVE ALLOWABLE SOIL BEARING CAPACITY OF 2,000 PSI. CONTRACTOR SHALL VERIFY SOIL CONDITIONS AND BEARING CAPACITY PRIOR TO CONSTRUCTION.
- 2.02 EXCAVATE A MINIMUM 18" BELOW PROPOSED EQUIPMENT FOUNDATIONS OF EXPANSIVE, ORGANIC, UNCONSOLIDATED OR OTHERWISE UNACCEPTABLE MATERIAL AND REPLACE WITH WELL-COMPACTED MATERIAL ACCEPTABLE TO MILESTONE.
- 2.03 CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING, PROTECTING, AND RELOCATING AS REQUIRED ALL SERVICE AND UTILITY LINES IN VICINITY OF THE FOUNDATIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING ALL UTILITIES AND EXCAVATING ANY UTILITIES THAT ARE IN THE VICINITY OF THE EXTREME CAUTION. COORDINATE ALL RELOCATIONS WITH THE PROPERTY OWNER.
- 2.04 CONTRACTOR TO CUT/FILL EXISTING COMPOUND SUBSOIL TO PROVIDE AN AREA AS LEVEL AS POSSIBLE FOR THE EQUIPMENT FOUNDATIONS. ALL FILL AREAS ARE TO BE FILLED WITH SUITABLE MATERIALS. FILL MATERIALS ARE TO BE PLACED, COMPACTED, AND TESTED IN MAXIMUM LAYERS OF 8". COMPACTATION OF ALL FILL MATERIAL SHALL ACHIEVE 95 PERCENT OF MAXIMUM DRY DENSITY AT OPTIMUM MOISTURE CONTENT IN ACCORDANCE WITH ASTM D 1557. ALL TESTS MUST BEED THE MINIMUM REQUIRED SOIL BEARING CAPACITY OF 2,000 PSI. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND OBTAINING DESIGNATED FOR THE PROJECT. SCHEDULING AND COORDINATION IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR. REPORTS OF ALL TESTING ARE TO BE PROMPTLY DELIVERED OR FAXED TO THE MILESTONE PROJECT MANAGER.
- 2.05 CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4,000 PSI AT 28 DAYS AND SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST REVISION TO ACI-318 BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE.
- 2.06 CONCRETE SHALL HAVE A SLUMP BETWEEN 3" AND 6".
- 2.07 FIBERS FOR CONCRETE SHALL BE FIBERMESH 650, 100 PERCENT VIRGIN POLYPROPYLENE FIBRILLATED FIBERS, #3 PATENTED TECHNOLOGY PATENTED TECHNOLOGY, CONTAINING NO REPROCESSED OLEFIN MATERIALS. THE FIBERS SHALL CONFORM TO ASTM C1116 TYPE III AND MANUFACTURED SPECIFICALLY FOR THE SECONDARY REINFORCEMENT OF CONCRETE.
- 2.08 THE FIBERS SHALL BE MANUFACTURED IN AN ISO 9001:2008 CERTIFIED MANUFACTURING FACILITY. UNLESS OTHERWISE STATED, FIBERMESH 650 MAORO-SYNTHETIC FIBERS SHALL BE ADDED TO THE CONCRETE AT THE BATCHING PLANT AT THE RECOMMENDED APPLICATION RATE OF 3 LBS./YD³ AND MIXED FOR A SUFFICIENT TIME (MINIMUM 5 MINUTES AT FULL MIXING SPEED) TO ENSURE UNIFORM DISTRIBUTION OF THE FIBERS THROUGHOUT THE CONCRETE. FIBROUS CONCRETE REINFORCEMENT SHALL BE MANUFACTURED BY FIBERMESH, 4019 INDUSTRY DRIVE, CHATTANOOGA, TN 37416 USA, TEL: 800 621-1273, WEBSITE: WWW.FIBERMESH.COM
- 2.09 AT THE REQUEST OF THE MILESTONE PROJECT MANAGER, TEST CYLINDERS SHALL BE MOLDED AND LABORATORY CURED IN ACCORDANCE WITH ASTM C31. THREE CYLINDERS SHALL BE TAKEN FOR EACH DAY'S CONCRETE PLACEMENT. CYLINDERS SHALL BE TESTED IN ACCORDANCE WITH THE LATEST REVISION TO ASTM C39.
- 2.10 CHAMFER ALL EXPOSED EXTERNAL CORNERS OF CONCRETE WITH $\frac{3}{4}$ " x 45° CHAMFER, UNLESS OTHERWISE NOTED.
- 2.11 CONCRETE FORMWORK IS TO BE STRIPPED WITHIN 48 HOURS. VIBRATION OF THE CONCRETE MUST ASSURE THAT HONEYCOMBING WILL BE A MINIMUM. REPAIRS TO THE FORMWORK SHALL BE MADE PRIOR TO THE NEXT POUR. UNLESS OTHERWISE DIRECTED BY VERIZON WIRELESS' PROJECT MANAGER, ABOVE GRADE CONCRETE IS TO BE RUBBED AND PATCHED TO ASSURE SMOOTH FINISH AT TIME OF FORMS REMOVAL. CONTRACTOR SHALL PROVIDE A BROOM FINISH ON THE TOP SURFACE OF THE EQUIPMENT FOUNDATION UNLESS OTHERWISE DIRECTED BY MILESTONE PROJECT MANAGER.
- 2.12 TOPS OF CONCRETE FOUNDATION MUST BE WITHIN 0.02' OF ELEVATION REQUIRED.
- 2.13 TOP OF FOUNDATION FINISH TO BE LEVEL $\pm \frac{1}{8}$ " IN 10'.
- 2.14 TOP OF FOUNDATION TO HAVE MEDIUM BROOM FINISH.
- 2.15 CONTRACTOR SHALL REFER TO DRAWINGS OF OTHER TRADES AND VENDOR DRAWINGS FOR EMBEDDED ITEMS AND RECESSES NOT SHOWN ON THE STRUCTURAL DRAWINGS. CONTRACTOR SHALL VERIFY PLACEMENT OF EQUIPMENT AND LOCATION OF CONDUIT FOR MANUFACTURER'S AND VENDORS SPECIFICATIONS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE ALL OPENINGS AND SLEEVES FOR PROPER DISTRIBUTION OF ALL UTILITIES.



PROJECT INFORMATION:
SITE NAME:
CARBONTON BRANCH
NEAR 289 S. CARBONTON RD
SARFORD, NC 27330
MOORE COUNTY
PLANS PREPARED BY:

Kimley-Horn
11720 JAMES EARL PINE, SUITE 600
ALABAMA CITY, GA 30009
WWW.KIMLEY-HORN.COM
NC LICENSE F-0102

REV. DATE	ISSUED FOR	BY
8		
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1		

0	03/29/23	CONSTRUCTION	DMF
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KHA PROJECT NUMBER: 013272012

DRAWN BY: WTB CHECKED BY: DMF

SHEET TITLE: GENERAL NOTES

SHEET NUMBER: N1

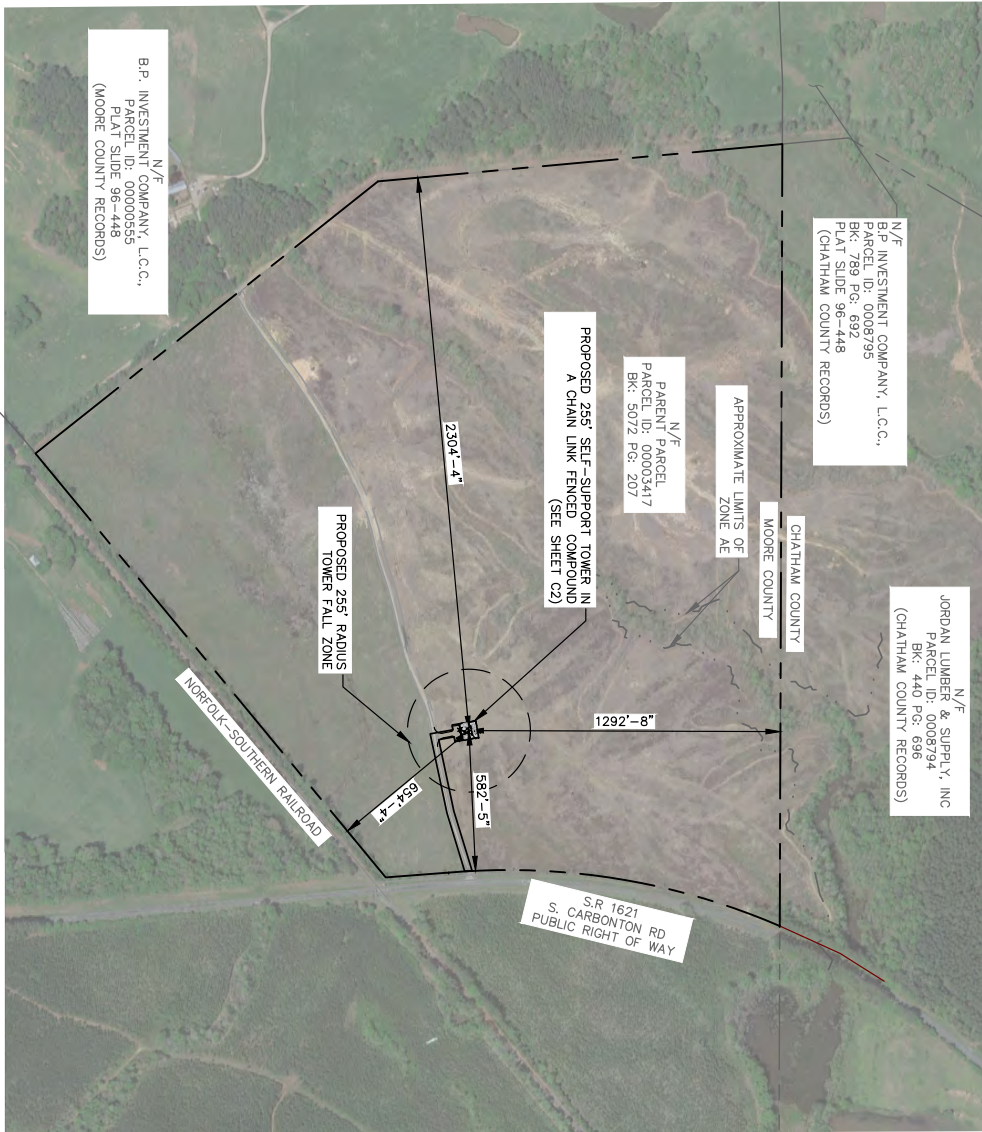
TOWER SETBACKS	
PROPOSED	
NORTH	±1,292'-8"
SOUTH	±654'-4"
EAST	±582'-5"
WEST	±2,304'-4"

SITE PLAN NOTES:

1. THE SUBJECT PARCEL INFORMATION:
OWNER: JORDAN TWO, LLC
MAILING ADDRESS: PO BOX 98
MOUNT GILEAD, NC 27306
PREMISES ADDRESS: NEAR 289 S CARBONTON ROAD
SANFORD, NC 27330
COUNTY: MOORE COUNTY
MAP/PARCEL ID: 00003417
THE LOCATION OF THE PROPOSED TELECOMMUNICATIONS SELF-SUPPORT TOWER IS APPROXIMATELY LOCATED AS FOLLOWS:
LATITUDE: ± N 35° 30' 30.80"
LONGITUDE: ± W 79° 21' 53.80"
2. THERE ARE NO EXISTING CELL TOWERS WITHIN 5 MILES OF THE PROPOSED TOWER LOCATION.
3. EXISTING IMPERVIOUS: 0 SQ. FT. (0% OF PARCEL AREA)
PROPOSED IMPERVIOUS: 11,414 SQ. FT. (0.04% OF PARCEL)

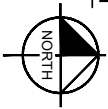
LINE TYPES:
BOUNDARY LINE - PARENT PARCEL
EASEMENT LINE
FENCE LINE- PROPOSED CHAIN LINK
FENCE LINE- EXISTING CHAIN LINK

- SURVEY NOTE:**
1. MILESTONE COMMUNICATIONS STAFF SHALL COORDINATE WITH THE PROPERTY OWNER TO OBTAIN THE PROPER EASEMENT AGREEMENTS TO CONSTRUCT AND MAINTAIN EQUIPMENT IN AND AROUND THE TOWER
 2. PROPOSED COMPOUND LAYOUT BASED ON SURVEY PROVIDED BY POINT TO POINT LAND SURVEYORS DATED 03/01/23 WITH FIELDWORK COMPLETED ON 02/21/23.



1 OVERALL PARCEL PLAN

SCALE: 1" = 500'



0 250 500 1000
GRAPHIC SCALE: 1" = 500'



PROJECT INFORMATION:
SITE NAME:
CARBONTON BRANCH
NEAR 289 S. CARBONTON RD
SANFORD, NC 27330
MOORE COUNTY

PLANS PREPARED BY:
Kimley-Horn
11720 AMER BANK DRIVE, SUITE 600
ALPHARETTA, GA 30009
WWW.KIMLEY-HORN.COM
NC License F-0102

REV#	DATE	ISSUED FOR	BY
8			
7			
6			
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1	03/29/23	CONSTRUCTION	DMF

LICENSER:



SHA PROJECT NUMBER:
01327202
DRAWN BY:
WTB
CHECKED BY:
DMF

SHEET TITLE:
OVERALL PARCEL PLAN

SHEET NUMBER:
C0

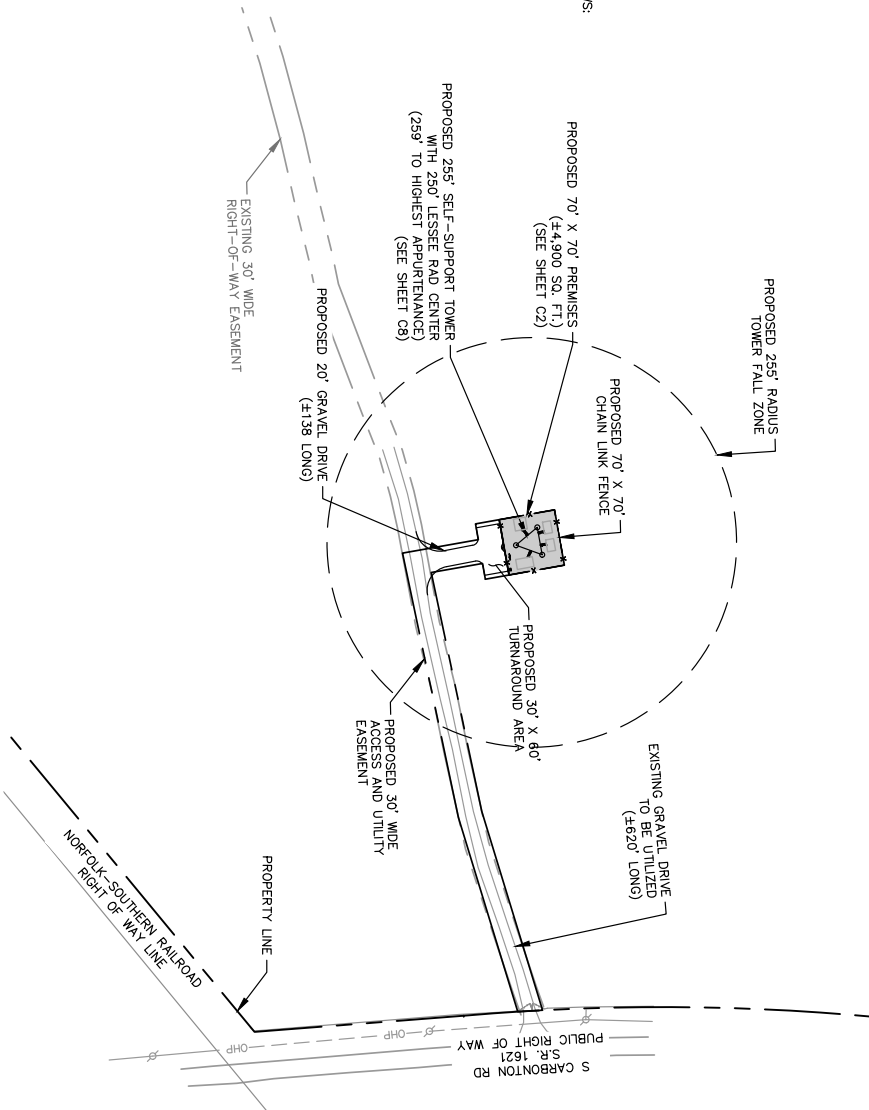
TOWER SETBACKS	
PROPOSED	
NORTH	±1,292'-8"
SOUTH	±654'-4"
EAST	±582'-5"
WEST	±2,304'-4"

SITE PLAN NOTES:

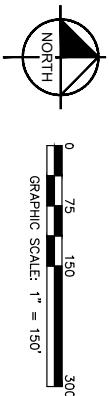
1. THE SUBJECT PARCEL INFORMATION:
OWNER: JORDAN TWO, LLC
MAILING ADDRESS: PO BOX 98
MOUNT GILEAD, NC 27306
PREMISES ADDRESS: NEAR 289 S CARBONTON ROAD
SANFORD, NC 27330
COUNTY: MOORE COUNTY
MAP/PARCEL ID: 00003417
2. THE LOCATION OF THE PROPOSED TELECOMMUNICATIONS SELF-SUPPORT TOWER IS APPROXIMATELY LOCATED AS FOLLOWS:
LATITUDE: ± N 35° 30' 50.80"
LONGITUDE: ± W 79° 21' 53.80"
3. THERE ARE NO EXISTING CELL TOWERS WITHIN 5 MILES OF THE PROPOSED TOWER LOCATION.
4. EXISTING IMPERVIOUS: 0 SQ. FT. (0% OF PARCEL AREA)
PROPOSED IMPERVIOUS: 11,414 SQ. FT. (0.04% OF PARCEL)

LINE TYPES:
BOUNDARY LINE - PARENT PARCEL
EASEMENT LINE
FENCE LINE- PROPOSED CHAIN LINK
FENCE LINE- EXISTING CHAIN LINK
FENCE LINE- EXISTING CHAIN LINK

- SURVEY NOTE:**
1. MILESTONE COMMUNICATIONS STAFF SHALL COORDINATE WITH THE PROPERTY OWNER TO OBTAIN THE PROPER EASEMENT AGREEMENTS TO CONSTRUCT AND MAINTAIN EQUIPMENT IN AND AROUND THE TOWER
 2. PROPOSED COMPOUND LAYOUT BASED ON SURVEY PROVIDED BY POINT TO POINT LAND SURVEYORS DATED 03/01/23 WITH FIELDWORK COMPLETED ON 02/21/23.



1 OVERALL SITE PLAN
C1 SCALE: 1" = 150'



PROJECT INFORMATION:
SITE NAME:
CARBONTON BRANCH
NEAR 289 S. CARBONTON RD
SANFORD, NC 27330
MOORE COUNTY

PLANS PREPARED BY:
Kimley-Horn
11720 ALPHARETTA, GA 30009
WWW.KIMLEY-HORN.COM
NC LICENSE F-0102

REV. DATE: ISSUED FOR: BY:

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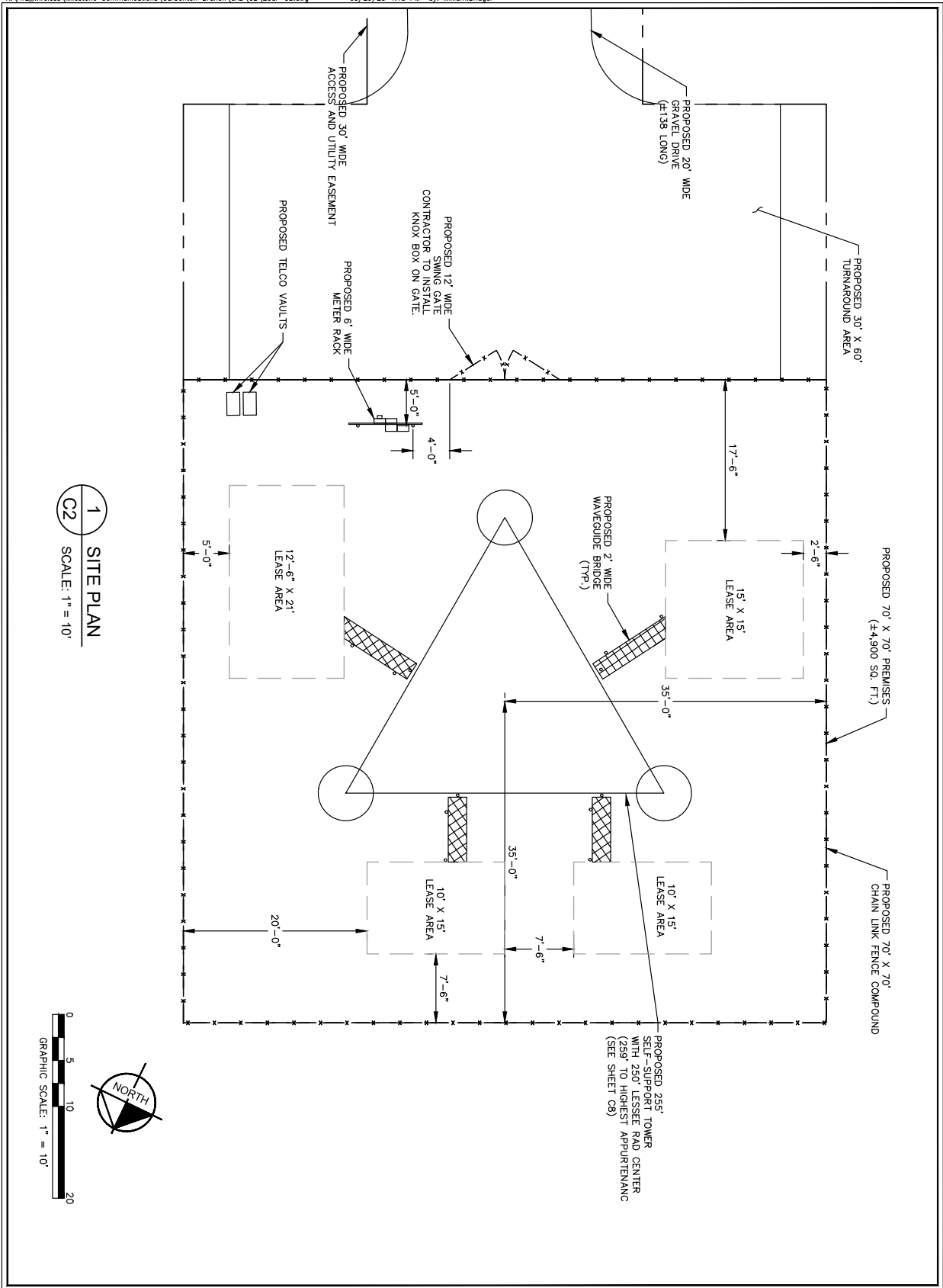


KHA PROJECT NUMBER:
013272012
DRAWN BY: WTB
CHECKED BY: DMF

OVERALL SITE PLAN

SHEET NUMBER:
C1

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PROJECT INFORMATION:
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CARBONTON BRANCH
NEAR 289 S. CARBONTON RD
SARFORD, NC 27330
MOORE COUNTY

PLANS PREPARED BY:
Kimley-Horn
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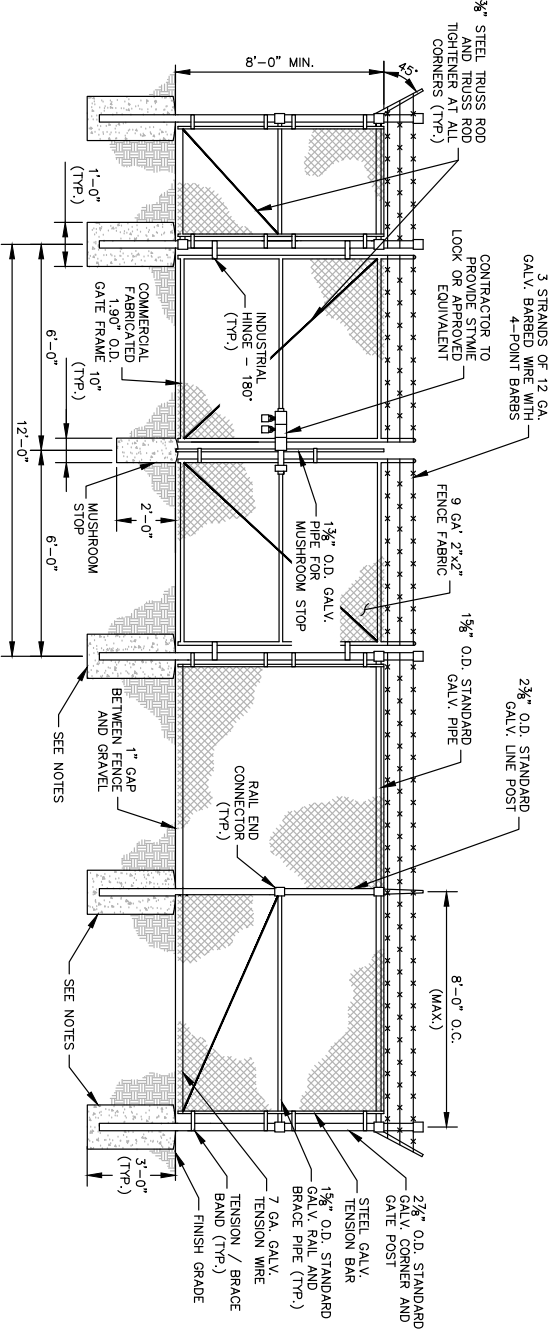
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LICENSER:
NORTH CAROLINA PROFESSIONAL ENGINEER
SEAL 042027
DAVID FRANKLIN
5/15/23

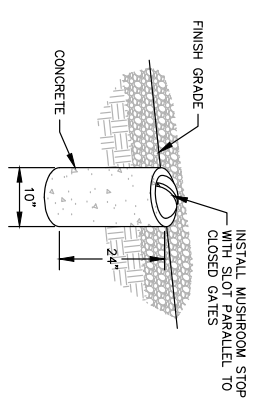
KHA PROJECT NUMBER:
013273012
DRAWN BY: WTB
CHECKED BY: DMF
SHEET TITLE:
SHEET NUMBER:
C2

SITE PLAN
C2

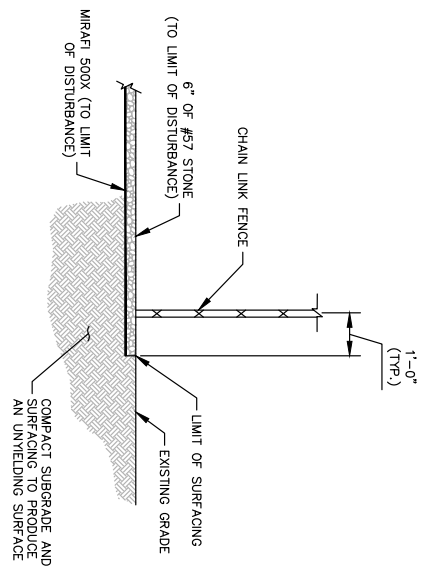
- FENCE NOTES:
1. USE 3000 PSI CONCRETE, FULLY CONSOLIDATED AROUND THE POST.
 2. WHERE THE POST IS SET IN ROCK OR CONCRETE, CORE A HOLE 12" DEEP AND 1" LARGER IN DIAMETER THAN THE POST. SET THE POST AND GROUT IN PLACE USING NON-SHRINK GROUT.
 3. ALL POSTS MUST BE PLUMB AND ALIGNED WITH ONE ANOTHER IN BOTH HORIZONTAL AND VERTICAL PLANES.
 4. CORNERS AND GATEPOSTS FOR CHAIN LINK FENCES SHALL EXTEND ABOVE THE TOP STRAND OF BARBED WIRE TO PROVIDE TENSIONING FOR THE BARBED WIRE.
 5. PROVIDE MIDRAILS AND BRACING AT ALL CHANGES DIRECTION BY MORE THAN 30 DEGREES.
 6. THE GRADE OF THE SITE AND INSTALLATION OF THE FENCE SHALL PROVIDE FOR NO MORE THAN A 1" GAP BETWEEN THE BOTTOM OF THE FENCE MATERIAL AND FINISH GRADE.
 7. CONTRACTOR SHALL PROVIDE HOLD OPEN DEVICES FOR ALL GATES AT THE SPECIFIED OPEN POSITIONS, DRIVEN PIPE TYPE RECEIVERS ARE NOT AUTHORIZED.
 8. CONTRACTOR SHALL ALSO PROVIDE A MUSHROOM TYPE RECEIVER AT THE CLOSE POSITION.



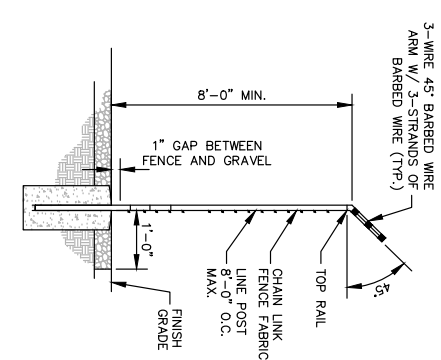
1 CHAIN LINK FENCE AND GATE ELEVATION
C3 NOT TO SCALE



2 MUSHROOM STOP
C3 NOT TO SCALE



3 SITE COMPOUND SURFACE DETAIL
C3 NOT TO SCALE



4 SECTION AT FENCE
C3 NOT TO SCALE

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PROJECT INFORMATION:
SITE NAME: CARBONTON BRANCH
NEAR 289 S. CARBONTON RD
SANDFORD, NC 27330
MOORE COUNTY

PLANS PREPARED BY:
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LICENSER:
NORTH CAROLINA PROFESSIONAL SEAL
042027
DAVID FRANKLIN
3/15/23

KHA PROJECT NUMBER:
013272912
DRAWN BY: WTB
CHECKED BY: DMF
SHEET TITLE:
FENCE, GATE, AND COMPOUND DETAILS

SHEET NUMBER:
C3

NOTE:
CURRENT DESIGN ANTICIPATES APPROXIMATELY 11,414 SQ. FT. (0.26 ACRES) OF CLEARING AND GRADING FOR THE PROPOSED PROJECT. IF ADDITIONAL CLEARING IS REQUIRED BEYOND WHAT IS SHOWN IN THE PLANS THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND/OR PROJECT MANAGER. IF DURING THE BID PROCESS THE CONTRACTOR DETERMINES THAT MORE THAN (1) ACRE OF LAND IS TO BE DISTURBED FOR CONSTRUCTION AN EROSION AND SEDIMENTATION CONTROL PLAN MUST BE FILED 30 DAYS PRIOR TO CONSTRUCTION.

- GRADING NOTES:
1. THE CONTRACTOR SHALL CLEAR AND GRUB THE SITE AND PLACE, COMPACT, AND MOISTURE CONDITION ALL FILL PER THE PROJECT GEOTECHNICAL ENGINEERS SPECIFICATIONS. FILL MATERIAL SHALL BE APPROVED BY THE GEOTECHNICAL ENGINEER PRIOR TO PLACEMENT.
 2. THE PROPOSED SPOT ELEVATIONS, ELEVATIONS, REFLECT FINISHED GRADES, CONTRACTOR SHALL BLEND EARTHWORK SMOOTHLY TO TRANSITION BACK TO EXISTING GRADE.
 3. PORTIONS OF THE SITE NOT SPECIFICALLY MENTIONED WITHIN THE GEOTECHNICAL REPORT SHALL BE COMPACTED TO 95 PERCENT OF THE MATERIALS MAXIMUM DRY DENSITY WITHIN PERCENT OF OPTIMUM MOISTURE CONTENT.
 4. FILL SHALL BE PLACED IN MAXIMUM 8 INCH LOOSE LIFTS.
 5. UNDISTURBED AREAS WITHIN 30' INGRESS/EGRESS EASEMENT NOT NEEDED FOR UTILITY ROUTING TO BE LEFT UNDISTURBED.
 6. GROUND WATER SHOULD BE REASONABLY EXPECTED DURING THE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE OF THE CONTRACTOR AND SHOULD BE INCLUDED IN THE CONTRACT PRICE.
 7. SEED ALL DISTURBED AREAS NOT TOPPED WITH GRAVEL PER SEEDING SCHEDULE ON DETAIL ON SHEET 09.
 8. MAXIMUM CUT SLOPE = 2H:1V UNLESS OTHERWISE NOTED.
 9. MAXIMUM FILL SLOPE = 3H:1V UNLESS OTHERWISE NOTED.
 10. OTHERWISE NOTED.

LEGEND

EXISTING CONTOURS ———

PROPOSED CONTOURS ———

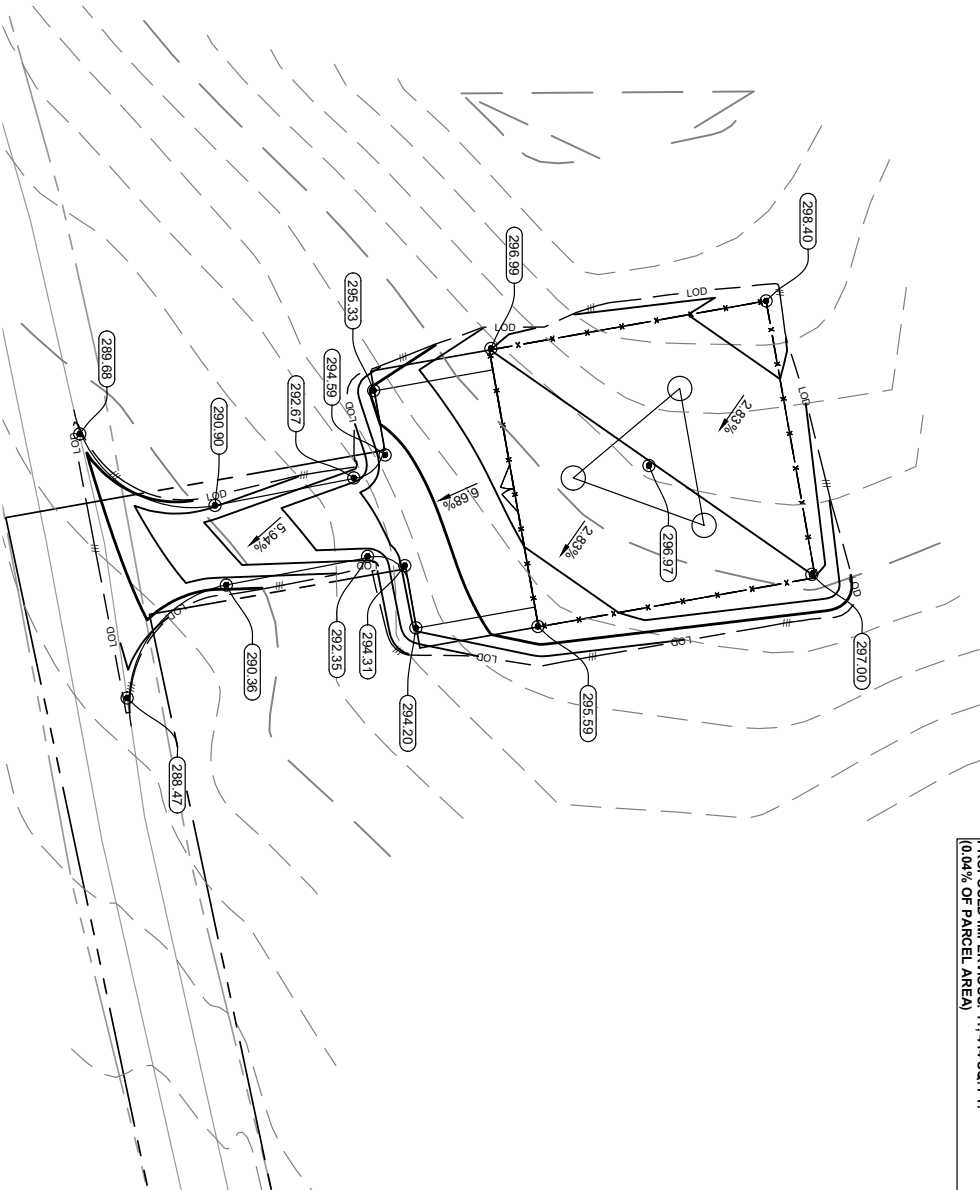
LOD/SILT FENCE ——— LOD ———

TPF ——— TPF ———

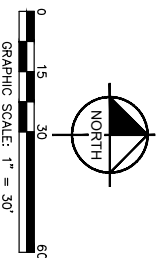
EXISTING SPOT ELEVATION x XXX

PROPOSED SPOT ELEVATION ● XXX

1 GRADING & EROSION CONTROL PLAN
C4 SCALE: 1" = 30'



EXISTING IMPERVIOUS: 0 SQ. FT. (0% OF PARCEL AREA)
PROPOSED IMPERVIOUS: 11,414 SQ. FT.
(0.04% OF PARCEL AREA)



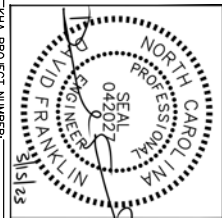
PROJECT INFORMATION:
SITE NAME: CARBONTON BRANCH
NEAR 289 S. CARBONTON RD
SAFORD, NC 27330
MOORE COUNTY

PLANS PREPARED BY:
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NC License F-0102

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KHA PROJECT NUMBER:
013272012

DRAWN BY: WTB
CHECKED BY: DMF

SHEET TITLE:

GRADING AND EROSION CONTROL PLAN

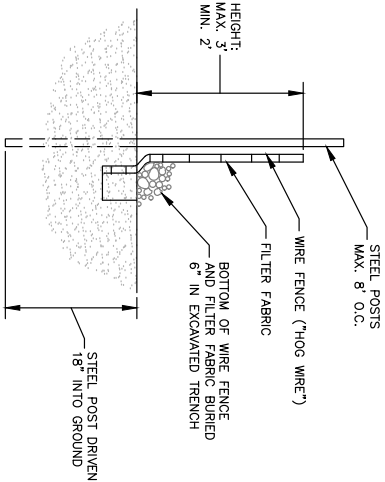
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EROSION CONTROL NOTES:

1. EROSION CONTROLS SHALL BE INSTALLED PRIOR TO CONSTRUCTION AND SHALL BE ADEQUATE TO MAINTAIN SEDIMENT ON SITE.
2. ALL EXCAVATED SOILS NOT NEEDED ON SITE FOR BACKFILL OPERATIONS SHALL BECOME PROPERTY OF THE CONTRACTOR AND SHALL BE TAKEN OFF SITE AND LEGALLY DISPOSED OF.
3. SOIL REMAINING ON SITE SHALL HAVE SILT FENCE TIGHTLY PLACED AROUND THE ENTIRE CIRCUMFERENCE OF THE PILE.
4. PROVIDE EROSION CONTROLS AS NECESSARY TO PREVENT EXISTING SOILS FROM DRAINING OFF SITE OR INTO EXISTING DRAINAGE STRUCTURES.
5. ERECTION OF EROSION CONTROLS SHALL BE IN ACCORDANCE WITH STATE AND LOCAL EROSION CONTROL REGULATIONS.



1 SEDIMENT FENCE (SILT FENCE)
C5 NOT TO SCALE

SEEDING SCHEDULE FOR WINTER / SPRING CONSTRUCTION ACTIVITIES

SEEDING MIXTURE	
Species	Rate (lb/acre)
Rye (grain)	120
Annual lespedeza (Koebe in Piedmont)	
Coastal Plain	50
Koebe in Mountains	
Omit annual lespedeza when duration of temporary cover is not to extend beyond June.	

SEEDING DATES

Mountains—	Above 2500 ft.	Feb. 15 – May 15
Piedmont—	Jun. 1 – May 1	
Coastal Plain—	Dec. 1 – Apr. 15	

SOIL AMENDMENTS

Follow recommendations of soil tests or apply 2,000 lb/acre ground agricultural limestone and 750 lb/acre 10-10-10 fertilizer.

MULCH

Apply 4,000 lb/acre straw. Anchor straw by tacking with asphalt, stetting, or a mulch anchoring tool. A disk with blades set nearly straight can be used as a mulch anchoring tool.

MAINTENANCE

Referitize if growth is not fully adequate. Reseed, referitize and mulch immediately following erosion or other damage.

SEEDING SCHEDULE FOR SUMMER CONSTRUCTION ACTIVITIES

SEEDING MIXTURE	
Species	Rate (lb/acre)
Common Bermudagrass	40-80 (1-2 lb/1,000 sq.ft.)

SEEDING DATES

Coastal Plain	Jun. 1 – July 15
Piedmont	Apr. 15 – June 30

SOIL AMENDMENTS

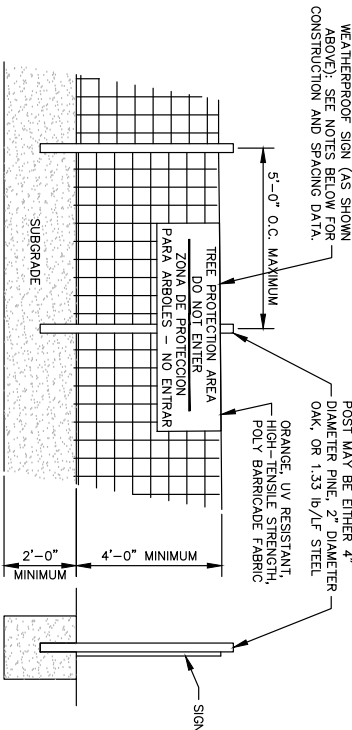
Apply lime and fertilizer according to soil tests, or apply 3,000 lb/acre ground agricultural limestone and 500 lb/acre 10-10-10 fertilizer.

MULCH

Use lime, excelsior matting, or other effective channel lining material to cover the bottom of channels and ditches. The lining should extend above the highest calculated depth of flow. On channel side slopes above this height, and in drainages not subject to erosion, apply 4,000 lb/acre straw or grain straw and anchor straw by stetting setting over the top.

MAINTENANCE

A minimum of 3 weeks is required for establishment. Inspect and repair mulch frequently. Referitize the following Apr. with 50 lb/acre nitrogen.



2 TREE PROTECTION FENCE
C5 NOT TO SCALE

NOTES:
INSTALL TREE PROTECTION FENCE AND SIGNAGE PRIOR TO CALLING FOR SITE INSPECTION. MAINTAIN TREE PROTECTION FENCE THROUGHOUT DURATION OF PROJECT. ADDITIONAL SIGNS MAY BE REQUIRED BASED ON ACTUAL FIELD CONDITIONS.



PROJECT INFORMATION:
SITE NAME:
CARBONTON BRANCH
NEAR 289 S. CARBONTON RD
SANDFORD, NC 27330
MOORE COUNTY


PLANS PREPARED BY:
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0	03/29/23	CONSTRUCTION	DMF

LICENSER:
NORTH CAROLINA PROFESSIONAL SEAL
042027
D. FRANKLIN
S15123

KHA PROJECT NUMBER:
013272012
DRAWN BY: DMF
CHECKED BY: DMF
SHEET TITLE:
GRADING AND EROSION CONTROL DETAILS
SHEET NUMBER:
C5

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PROJECT INFORMATION:

SITE NAME:

CARBONTON BRANCH

NEAR 269 S. CARBONTON RD
SARFORD, NC 27330
MOORE COUNTY



PLANS PREPARED BY:


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REVISIONS:

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LICENSER:

03/29/23 CONSTRUCTION DMF



KHA PROJECT NUMBER:

013272612

DRAWN BY:

WTF

CHECKED BY:

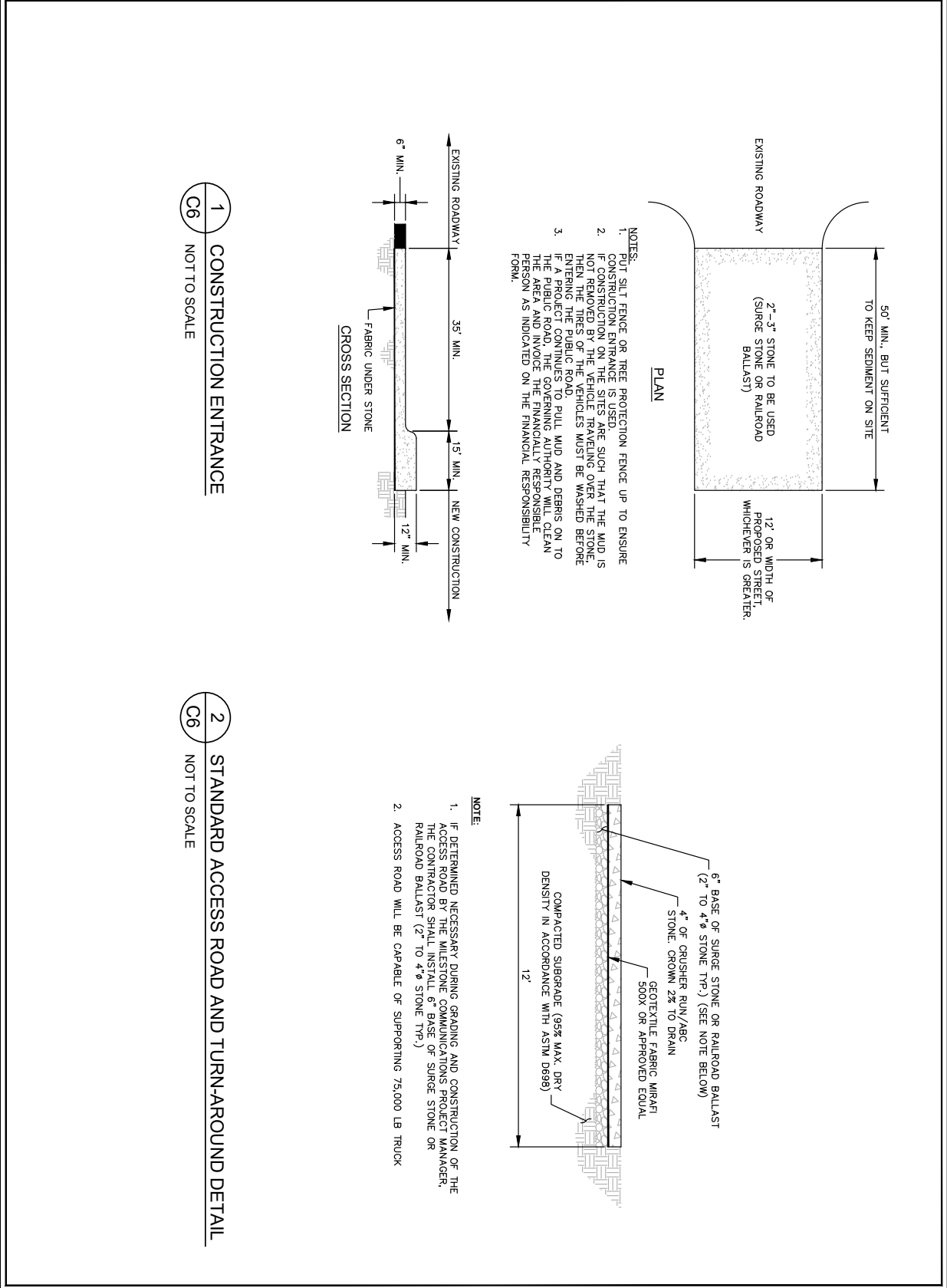
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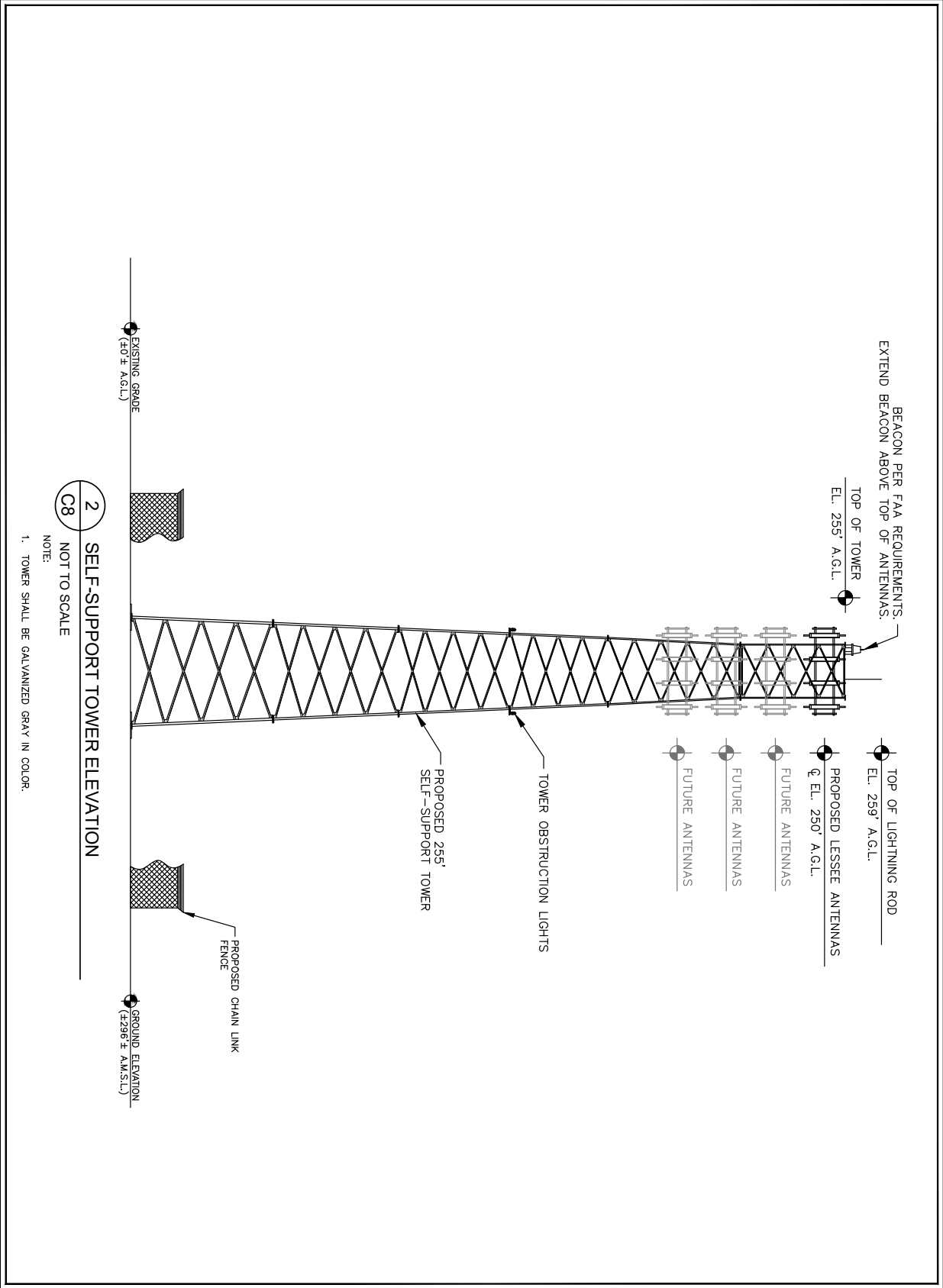
ACCESS ROAD
DETAILS

SHEET NUMBER:

C6



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PROJECT INFORMATION:

SITE NAME:
CARBONTON BRANCH
NEAR 289 S. CARBONTON RD
SANDFORD, NC 27330
MOORE COUNTY

PLANS PREPARED BY:

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KHA PROJECT NUMBER:

013272012

DRAWN BY:

WTB

CHECKED BY:

DMF

ANTENNA AND
TOWER ELEVATION
DETAILS

SHEET NUMBER:

C8

ELECTRICAL NOTES

1.00 CODES, STANDARDS, & SPECIFICATIONS

- 1.01 IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT ALL MATERIALS AND LABOR RELATED DIRECTLY OR INDIRECTLY TO ALL ELECTRICAL WORK DOCUMENTED IN THESE DRAWINGS SHALL BE PROVIDED AND PERFORMED IN CONFORMANCE WITH ALL CURRENT GOVERNING CODES, STANDARDS, AND PROFESSIONAL STANDARD OF CARE TO INCLUDE THE AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM), UNDERWRITERS LABORATORY (UL), NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION (NECA), NATIONAL ELECTRICAL ASSOCIATION (NEA), NATIONAL FIRE PROTECTION ASSOCIATION (NFPA), AND THE NATIONAL ELECTRICAL CODE (NEC).
- 1.02 MATERIALS SHALL BE NEW AND SHALL CONFORM TO ALL APPLICABLE CURRENT GOVERNING STANDARDS ESTABLISHED FOR EACH ITEM BY ASTM, UL, NEMA, ASA, AND NFPA.
- 1.03 ALL ELECTRICAL WORK SHALL COMPLY WITH ALL APPLICABLE STATE, COUNTY, AND MUNICIPAL CODES AND ORDINANCES, AS WELL AS THE NATIONAL ELECTRICAL CODE AND STANDARDS AS REQUIRED BY NEC, NEMA, ANSI, NFPA, UL, IEEE, AND THE LOCAL UTILITY COMPANY.

- 1.04 ALL ELECTRICAL GROUNDING SHALL COMPLY WITH THE CURRENT EDITION OF THE NEC.

- 1.05 CONTRACTOR SHALL MAINTAIN UL LISTED FIRE RATINGS AT ALL WALL PENETRATIONS.

- 1.06 CONTRACTOR SHALL MAINTAIN A MINIMUM CLEARANCE OF 36" IN FRONT OF ALL ELECTRICAL EQUIPMENT AS REQUIRED BY NEC. MINIMUM CLEARANCE SHALL BE OBSERVED FOR BOTH THE FRONT AND THE REAR OF THE METER H-FRAME RACK AND THE EQUIPMENT H-FRAME RACK.

2.00 GENERAL

- 2.01 CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PERMITS AND ASSOCIATED FEES RELATED TO THE PROJECT AND SHALL DELIVER A COPY OF ALL PERMITS TO THE PERZON REPRESENTATIVE.

- 2.02 CONTRACTOR SHALL SCHEDULE AND SHOULD ATTEND ALL INSPECTIONS REQUIRED BY THE JURISDICTION HAVING AUTHORITY.

- 2.03 CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS, TOOLS, ACCESSORIES, ETC., FOR A COMPLETE WORKING ELECTRICAL INSTALLATION.

- 2.04 ALL WORK SHALL BE PERFORMED IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES AND ORDINANCES, AS WELL AS THE NATIONAL ELECTRICAL CODE AND STANDARDS AS REQUIRED BY NEC, NEMA, ANSI, NFPA, UL, IEEE, AND THE LOCAL UTILITY COMPANY.

- 2.05 CONTRACTOR SHALL PROTECT ADJACENT EQUIPMENT AND FINISHES FROM DAMAGE AND SHALL REPAIR TO ORIGINAL CONDITION ANY ITEMS DAMAGED AS A RESULT OF THE WORK.

- 2.06 CONTRACTOR SHALL REPAIR ANY LANDSCAPING DISTURBED DURING CONSTRUCTION.

- 2.07 IF CONDUIT RUNS HAVE MORE THAN THREE (3) CONSECUTIVE 90 DEGREE TURNS, THE CONTRACTOR SHALL INSTALL PULL BOXES AS REQUIRED BY NEC.

- 2.08 CONTRACTOR SHALL INDICATE THE LOCATION OF ALL CAPPED UNDERGROUND SPARE CONDUIT ON THE RECORD DRAWINGS SUBMITTED TO THE OWNER.

- 2.09 CONTRACTOR SHALL COORDINATE EXACT ROUTING OF CONDUIT WITH OWNER. ALL CONDUIT SHALL BE ROUTED WITHIN 3 FEET, EITHER SIDE, OF PERIMETER FENCING.

3.00 MATERIALS

- 3.01 ALL EQUIPMENT AND MATERIALS SHOWN SHALL BE CONSIDERED NEW UNLESS SPECIFICALLY NOTED OTHERWISE ON THE DRAWINGS.

- 3.02 CONTRACTOR SHALL FIELD DETERMINE ACTUAL CONDUIT SIZES AND SHALL OBTAIN APPROVAL FROM THE TOWER OWNER BEFORE PROCEEDING WITH CONDUIT INSTALLATION.

- 3.03 ALL CONDUCTORS SHALL BE COPPER WITH THHN INSULATION AND ALL TERMINATIONS SHALL BE RATED FOR AT LEAST 75 DEGREES CELSIUS.

- 3.04 ALL NEUTRAL CONDUCTORS SHALL HAVE WHITE INSULATION. ALL GROUND CONDUCTORS SHALL HAVE GREEN INSULATION. COLOR TAPE IDENTIFICATION OF THESE CONDUCTORS IS NOT PERMITTED.

- 3.05 CONTRACTOR SHALL SEAL ALL CONDUITS ENTERING AN ENCLOSURE WITH CONDUIT SEALANT THAT IS COMPATIBLE WITH THE INSULATION OF THE CONDUCTORS IN THE CONDUIT.

- 3.06 CONDUIT RUNS SHALL HAVE A CONTINUOUS DOWNWARD SLOPE AWAY FROM ALL EQUIPMENT TO PREVENT WATER INFILTRATION.

- 3.07 ALL CONDUIT SHALL BE SCHEDULE 40 PVC UNLESS NOTED OTHERWISE ON THE PLANS. WHEN CONDUIT IS ROUTED UNDER A ROADWAY, SCHEDULE 80 PVC CONDUIT SHALL BE UTILIZED. MANUFACTURED BEND RADI SHALL BE PER NEC.

- 3.08 CONTRACTOR SHALL PROVIDE TWO (2) 200 POUND TEST POLYETHYLENE PULL CORPS IN ALL CONDUITS AND ALL INNERDUCTS. PULL CORDS SHALL BE SECURED AT EACH END OF CONDUIT RUNS. ALL SPARE CONDUIT ENDS SHALL BE CAPPED WITH MANUFACTURED PVC FITTINGS.

- 3.09 CONTRACTOR SHALL BOND EACH METALLIC CONDUIT ENTERING A METALLIC ENCLOSURE WITH A #8 MIN AWG COPPER BONDING JUMPER. ALL ELECTRICAL EQUIPMENT TO THE H-FRAME RACK ON WHICH EQUIPMENT IS MOUNTED WITH #8 MIN AWG INSULATED COPPER BONDING JUMPERS PER NEC.
- 3.10 CONTRACTOR SHALL IDENTIFY THE END OF ALL SPARE UNDERGROUND CONDUITS AND PROVIDE AND INSTALL 90 DEGREE ELBOWS WITH VERTICAL CONDUIT EXTENSIONS TO EXTEND 3' ABOVE FINISHED GROUND AGGREGATE GRADE. CONTRACTOR SHALL IDENTIFY ALL SPARE CONDUITS WITH MANUFACTURED CONDUIT CAPS THAT THE CONTRACTOR HAS PAINTED ORANGE.

4.00 PRE-CONSTRUCTION COORDINATION

- 4.01 CONTRACTOR SHALL VISIT THE SITE PRIOR TO BID AND NOTE EXISTING CONDITIONS THAT MIGHT AFFECT THEIR WORK. ALL SUCH CONDITIONS SHALL BE REPORTED TO THE ENGINEER PRIOR TO BID.

- 4.02 THE CONTRACTOR SHALL PROVIDE A UTILITY LOCATOR AND SHALL VERIFY THE LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.

- 4.03 CONTRACTOR SHALL VERIFY, PRIOR TO ROUGH-IN, THAT SITE CONDITIONS ALLOW FOR THE PLACEMENT OF THE ELECTRICAL EQUIPMENT AS SHOWN ON THE PLANS.

- 4.04 CONTRACTOR SHALL COORDINATE WITH LOCAL ELECTRICAL UTILITY REGARDING THE EXACT LOCATION OF THE TRANSFORMER, ALL METERING REQUIREMENTS, AND CONDUIT ROUTING BETWEEN TRANSFORMER AND METER.

- 4.05 CONTRACTOR SHALL COORDINATE WITH LOCAL TELCO UTILITY REGARDING THE EXACT LOCATION OF THE TELCO SERVICE ENTRY POINT.

- 4.06 CONTRACTOR SHALL COORDINATE WITH AUTHORITY HAVING JURISDICTION REGARDING LOCAL FROST LINE REQUIREMENTS FOR RACEWAY MATERIAL SELECTION AND INSTALLATION.

- 4.07 CONTRACTOR SHALL PERFORM AN ARC FLASH ANALYSIS AT THE INTEGRATED LOAD CENTER AND PROVIDE ARC FLASH LABEL PER NEC.

- 4.08 ALL CIRCUIT BREAKERS AND EQUIPMENT SHALL HAVE A MINIMUM ARC RATING OF 10,000 AMPS. IF THE RATING OF THE UTILITY TRANSFORMER PROVIDING THE ELECTRICAL SERVICE IS GREATER THAN 75 kVA, THE CONTRACTOR SHALL PERFORM A SHORT CIRCUIT ANALYSIS TO DETERMINE THE REQUIRED ARC RATING FOR THE CIRCUIT BREAKERS AND EQUIPMENT. THE CONTRACTOR SHALL OBTAIN THE ELECTRICAL UTILITY AND OBTAIN IN WRITING THE MAXIMUM AVAILABLE FAULT CURRENT (AFC) AT THE UTILITY SERVICE POINT. PROVIDE MAX. AFC SIGNAGE AS REQUIRED PER NEC 110.2.4. THE CONTRACTOR SHALL ENSURE ALL ELECTRICAL EQUIPMENT, CIRCUIT BREAKERS, DISCONNECTS, FUSES, AND PANELBOARDS HAVE A FAULT CURRENT INTERRUPTING RATING GREATER THAN THE AVAILABLE FAULT CURRENT.



PROJECT INFORMATION:
SITE NAME:
CARBONTON BRANCH
NEAR 289 S. CARBONTON RD
SANDFORD, NC 27330
MOORE COUNTY

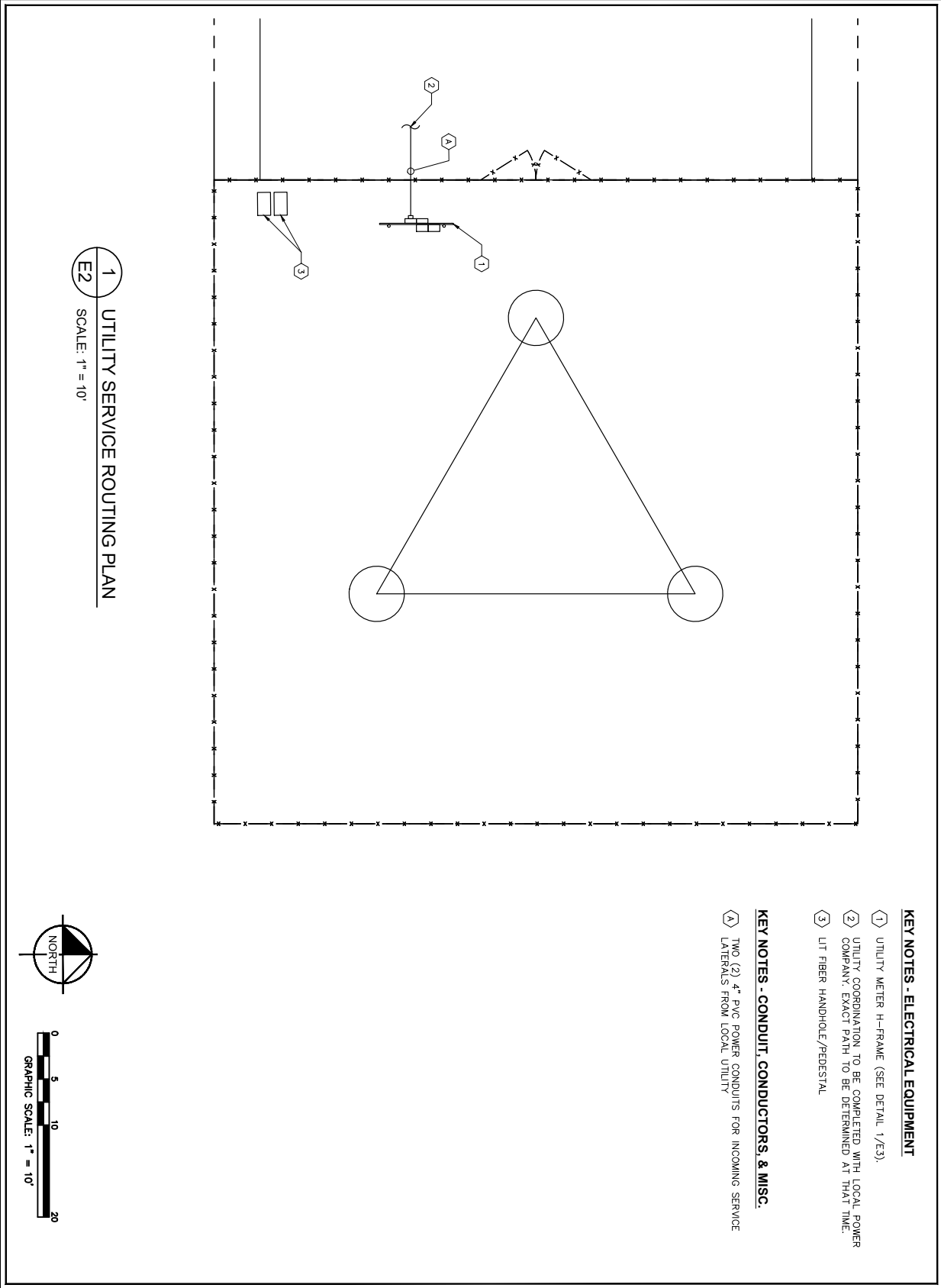
PLANS PREPARED BY:
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QA PROJECT NUMBER:
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DRAWN BY: CHECKED BY:
WTB DMF
SHEET TITLE:
ELECTRICAL NOTES
SHEET NUMBER:
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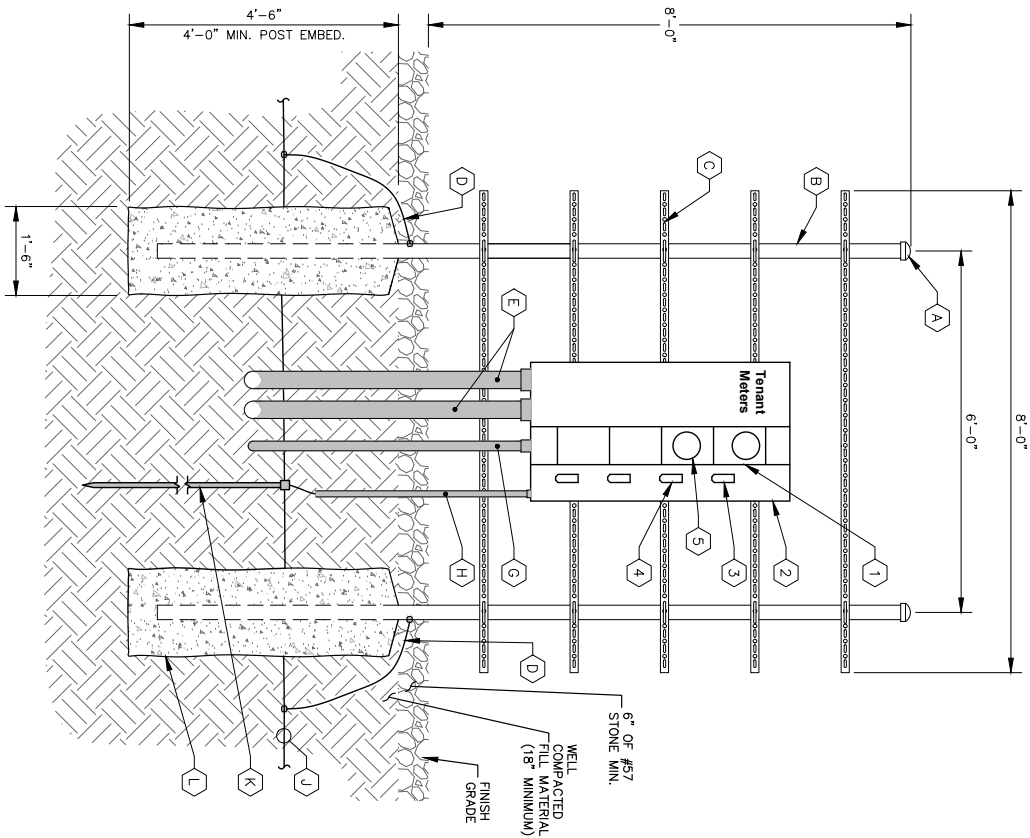
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	PROJECT INFORMATION: SITE NAME: CARBONTON BRANCH NEAR 289 S. CARBONTON RD SARFORD, NC 27330 MOORE COUNTY																																								
	PLANS PREPARED BY: 11720 AMER PARK DRIVE, SUITE 600 ALPHARETTA, GA 30009 WWW.KIMLEY-HORN.COM NC License F-0102																																								
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KHA PROJECT NUMBER: 013272012																																									
DRAWN BY: WTB CHECKED BY: DMF																																									
SHEET TITLE: UTILITY SERVICE ROUTING PLAN																																									
SHEET NUMBER: E2																																									

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KEY NOTES - CONDUIT, CONDUCTORS, & MISC

- A GALVANIZED RIGID STEEL CAP, TYPICAL.
- B 3" GALVANIZED RIGID STEEL PIPE, TYPICAL.
- C 1 1/2" x 1 1/2" GALVANIZED STEEL CHANNEL (UNISTRUT #P1000 OR APPROVED EQUIVALENT) WITH PLASTIC END CAP (UNISTRUT #P2860), TYPICAL.
- D ONE (1) #2 AWG BARE SOLID TINNED COPPER BONDING CONDUCTORS (BC) FROM H-FRAME VERTICAL PIPE TO GROUND RING, EXOTHERMIC WELD BOTH ENDS.
- E 4" PVC CONDUIT FOR INCOMING SERVICE LATERALS FROM LOCAL UTILITY, TYPICAL OF 2.
- F KEYNOTE NOT USED.
- G 2" PVC CONDUIT FOR ROUTING FEEDERS TO NON-FUSED DISCONNECT SWITCH.
- H 3/4" PVC CONDUIT WITH ONE (1) - 2/0 BARE STRANDED TINNED COPPER GROUNDING ELECTRODE CONDUCTOR (GEC) FROM GROUNDING LUG TO GROUND ROD, EXOTHERMIC WELD GEC TO GROUND ROD.
- I GROUND RING (SEE SHEETS EB & E9).
- J GROUND ROD, EXOTHERMIC WELD TO GROUND RING. (SEE SHEET E11).
- K CONCRETE FOUNDATION FOR H-FRAME VERTICAL PIPE. CONCRETE SHALL HAVE A 28 DAY COMPRESSIVE STRENGTH OF 4,000 PSI, AND INCLUDE FIBERMESH 650-3E.
- L

KEY NOTES - ELECTRICAL EQUIPMENT

- 1 200 AMP METER SOCKET IN NEMA 3R ENCLOSURE.
- 2 600 AMP, 22KAIC, 4 GANG, SERVICE ENTRANCE RATED METER CENTER IN NEMA 3R ENCLOSURE, BOND TO RACK PER NEC.
- 3 200 AMP, 2 POLE (22KAIC) DISCONNECT CIRCUIT BREAKER FOR TOP METER ONLY.
- 4 100 AMP, 2 POLE (22KAIC) DISCONNECT CIRCUIT BREAKER, CONTRACTOR SHALL MOUNT THE METER CENTER SUCH THAT THE TOP CIRCUIT BREAKER IS NO MORE THAN 6' ABOVE GRADE.
- 5 100 AMP METER SOCKET IN NEMA 3R ENCLOSURE.

1 METER RACK DETAILS - FRONT

E3 NOT TO SCALE



PROJECT INFORMATION:
SITE NAME:
CARBONTON BRANCH
NEAR 289 S. CARBONTON RD
SANDFORD, NC 27330
MOORE COUNTY

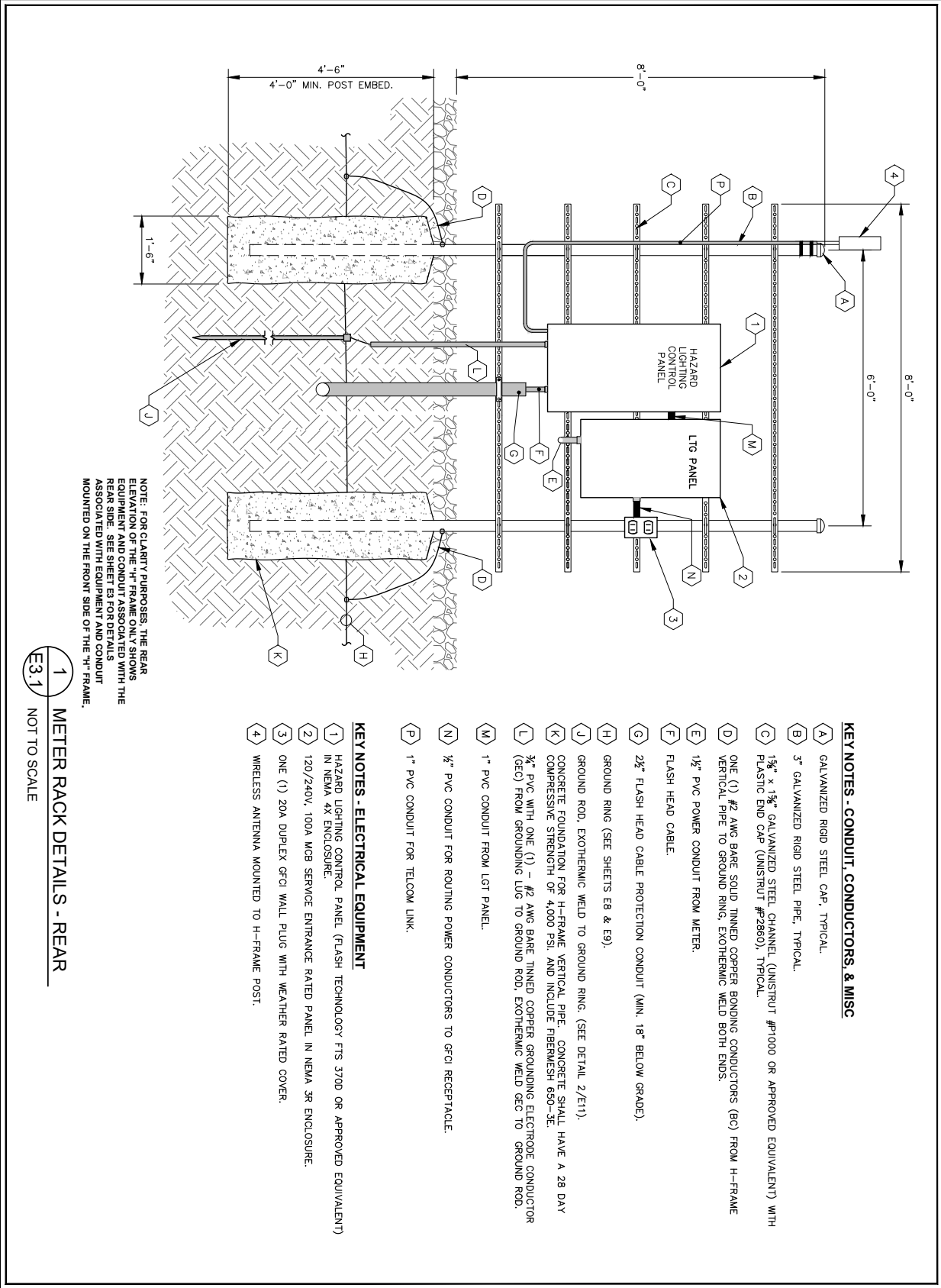
PLANS PREPARED BY:
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11720 AMER 2400 PINE, SUITE 600
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NC License F-0102

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LICENSER:
NORTH CAROLINA PROFESSIONAL ENGINEER
SEAL
042027
DAVID FRANKLIN
315123

KHA PROJECT NUMBER:
013272812
DRAWN BY: WTB
CHECKED BY: DMF
SHEET TITLE:
METER RACK DETAILS - FRONT
SHEET NUMBER:
E3

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1 METER RACK DETAILS - REAR

E3.1 NOT TO SCALE

KEY NOTES - CONDUIT, CONDUCTORS, & MISC

- A GALVANIZED RIGID STEEL CAP, TYPICAL.
- B 3" GALVANIZED RIGID STEEL PIPE, TYPICAL.
- C 1 1/2" x 1 1/2" GALVANIZED STEEL CHANNEL (UNISTRUT #71000 OR APPROVED EQUIVALENT) WITH PLASTIC END CAP (UNISTRUT #72860), TYPICAL.
- D ONE (1) #2 AWG BARE SOLID TINNED COPPER BONDING CONDUCTORS (BO) FROM H-FRAME VERTICAL PIPE TO GROUND RING, EXOTHERMIC WELD BOTH ENDS.
- E 1 1/2" PVC POWER CONDUIT FROM METER.
- F FLASH HEAD CABLE.
- G 2 1/2" FLASH HEAD CABLE PROTECTION CONDUIT (MIN. 18" BELOW GRADE).
- H GROUND RING (SEE SHEETS E8 & E9).
- I GROUND ROD, EXOTHERMIC WELD TO GROUND RING. (SEE DETAIL 2/E11).
- J CONCRETE FOUNDATION FOR H-FRAME VERTICAL PIPE. CONCRETE SHALL HAVE A 28 DAY COMPRESSIVE STRENGTH OF 4,000 PSI. AND INCLUDE FIBERMESH 650-3E.
- K 3/4" PVC WITH ONE (1) - #2 AWG BARE TINNED COPPER GROUNDING ELECTRODE CONDUCTOR (GEC) FROM GROUNDING LUG TO GROUND ROD, EXOTHERMIC WELD GEC TO GROUND ROD.
- L 1" PVC CONDUIT FROM LOT PANEL.
- M 1/2" PVC CONDUIT FOR ROUTING POWER CONDUCTORS TO GFCI RECEPTACLE.
- N 1" PVC CONDUIT FOR TELCOM LINK.

KEY NOTES - ELECTRICAL EQUIPMENT

- 1 HAZARD LIGHTING CONTROL PANEL (FLASH TECHNOLOGY FTS 3700 OR APPROVED EQUIVALENT) IN NEMA 4X ENCLOSURE.
- 2 120/240V, 100A MCB SERVICE ENTRANCE RATED PANEL IN NEMA 3R ENCLOSURE.
- 3 ONE (1) 20A DUPLEX GFCI WALL PLUG WITH WEATHER RATED COVER.
- 4 WIRELESS ANTENNA MOUNTED TO H-FRAME POST.

Milestone Towers

PROJECT INFORMATION:

SITE NAME: CARBONTON BRANCH

NEAR 289 S. CARBONTON RD
SANDFORD, NC 27330
MOORE COUNTY

PLANS PREPARED BY:

Kimley-Horn

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ALPHARETTA, GA 30009
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NC License F-0102

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KHA PROJECT NUMBER: 013272812

DRAWN BY: CHECKED BY:

WTB DMF

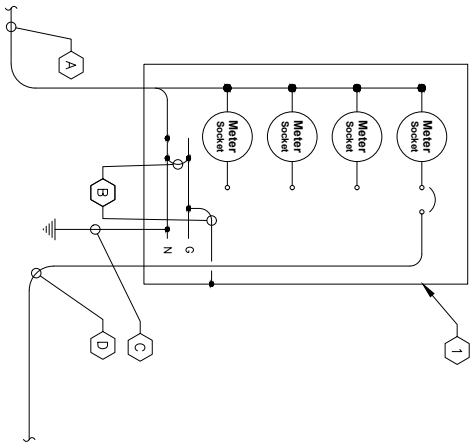
SHEET TITLE: METER RACK DETAILS - REAR

SHEET NUMBER: E3.1

NORTH CAROLINA PROFESSIONAL SEAL 042027

D. DAVID FRANKLIN

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1 ELECTRICAL SINGLE LINE DIAGRAM
E4 NOT TO SCALE

KEY NOTES - CONDUIT, CONDUCTORS, & MISC

- (A) TWO (2) 4" CONDUITS BY CONTRACTOR FOR INCOMING SERVICE LATERALS BY LOCAL UTILITY FOR 600 AMP, 120/240 VOLT SINGLE PHASE SERVICE.
- (B) BOND GROUND BUS TO NEUTRAL BUS AND GROUND BUS TO ENCLOSURE WITH 2/0 BONDING JUMPERS.
- (C) ONE (1) 2/0 BARE STRANDED TINNED COPPER GEC TO GROUND ROD, EXOTHERMIC WELD GEC TO GROUND ROD.
- (D) THREE (3) 3/0 CONDUCTORS AND ONE (1) #6 AWG GROUND IN 2" CONDUIT.

KEY NOTES - ELECTRICAL EQUIPMENT

- (1) FURNISH AND INSTALL 600 AMP, 3-WIRE, SINGLE PHASE, 120/240 VOLT, 22KALC, FOUR-SPACE MULTI-GANG METER CENTER WITH 200 AMP RATED METER SOCKETS IN NEMA 3R ENCLOSURE, SE RATED. CONTRACTOR SHALL FURNISH AND INSTALL 200 AMP CIRCUIT BREAKER AT METER BASE IF NOT ALREADY EXISTING.



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MOORE COUNTY

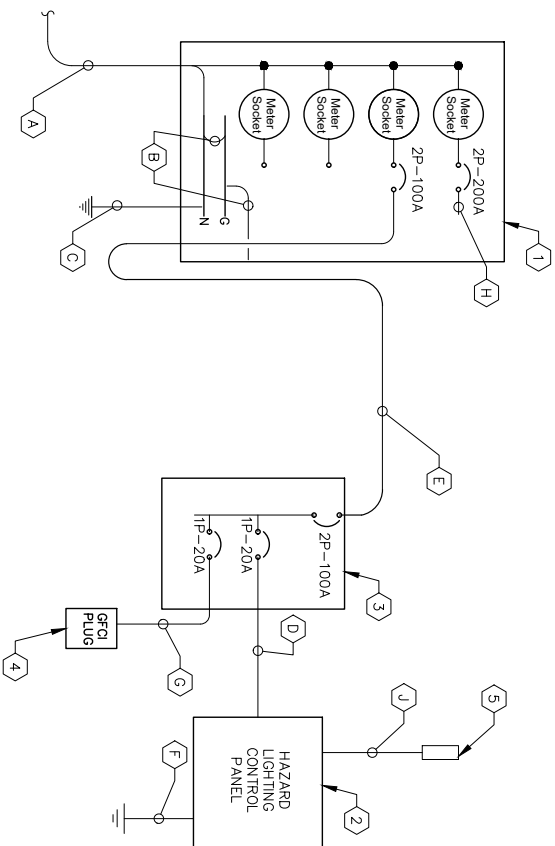
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NC License F-0102

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KHA PROJECT NUMBER: 013272012
DRAWN BY: WTB
CHECKED BY: DMF
SHEET TITLE: ELECTRICAL SINGLE LINE DIAGRAM
SHEET NUMBER: E4



KEY NOTES - CONDUIT, CONDUCTORS, & MISC

- (A) 4" CONDUITS BY CONTRACTOR FOR INCOMING SERVICE, LATERALS BY LOCAL UTILITY FOR FOUR (4) – 200 AMP (23KVA), 120/240 VOLT SINGLE PHASE SERVICES. CONTRACTOR SHALL COORDINATE QUANTITY OF CONDUITS REQUIRED WITH LOCAL UTILITY.
- (B) BOND GROUND BUS TO NEUTRAL BUS AND BOND GROUND BUS TO ENCLOSURE WITH 3/0 BONDING JUMBERS.
- (C) 2/0 GROUND ELECTRODE CONDUCTOR, BOND TO GROUND ROD VIA EXOTHERMIC WELD.
- (D) THREE (3) #10 AWG CONDUCTORS AND ONE (1) #10 AWG EGC IN 1/2" PVC CONDUIT.
- (E) THREE (3) #2 AWG CONDUCTORS AND ONE (1) #8 AWG EGC IN 1 1/2" PVC CONDUIT.
- (F) ONE (1) – #2 AWG BARE TINNED COPPER GROUNDING ELECTRODE CONDUCTOR (GEC) FROM GROUNDING LUG TO GROUND ROD, EXOTHERMIC WELD GEC TO GROUND ROD.
- (G) TWO (2) #12 AWG CONDUCTORS AND ONE (1) #12 AWG GROUND IN 1" CONDUIT.
- (H) SEE SHEET E5 FOR VERIZON SINGLE LINE & PANEL SCHEDULE.
- (J) 1" PVC CONDUIT FOR TELCOM LINK.

KEY NOTES - ELECTRICAL EQUIPMENT

- 1 FLURISH AND INSTANT SERVICE ENTRANCE RATED GANGED METER CENTER WITH FOUR (4) – 200 AMP, 120/240 VOLT SINGLE PHASE SERVICE POSITIONS IN NEMA 3R ENCLOSURE. COORDINATE SPECIFIC REQUIREMENTS WITH LOCAL UTILITY.
- 2 HAZARD LIGHTING CONTROL PANEL IN NEMA 4X ENCLOSURE.
- 3 120/240 VOLT, 100 AMP MCB PANEL 1"IG" IN NEMA 3R ENCLOSURE
- 4 20A GFCI DUPLEX WALL PLUG WITH WEATHER RATED COVER.
- 5 WIRELESS ANTENNA MOUNTED TO H-FRAME POST.

LTG PANEL									
Voltage: 240/120V/60Hz Phase: Three-Phase, 3 Wire Mounting type: Surface Breaker type: MCB, 3P									
MCB Size: 100 Amps AC Rating: 10000 Amps rms Breaking: 100 Amps Thermal Rating: 100A									
Load Group	Load (kVA)	Circuit Breaker	Phase		Circuit Breaker	Size	Load Group	Load (kVA)	Load Group
			A	B					
1	1.50	1P-20	*	*	2	2	SP-20	0.00	SP-20
2	0.18	1P-20	*	*	4	4	SP-20	0.00	SP-20
3		1P-20	*	*	5	5	SP-20	0.00	SP-20
4		1P-20	*	*	8	8	SP-20	0.00	SP-20
Sub-Total (kVA)		1.50	0.18					0.00	0.00
A B									
Total Connected (kVA)									
LOAD SUMMARY									
Load Description	Load (kVA)	Connected		Demand factor	Demand Load (kVA)	A	B	Total Connected (kVA)	Total Demand (kVA)
		A	B						
RECEPTS/EQUIPMENT		1.25	0.00	0.00					
LIGHTING	1.50	1.25	2.40	0.00					
OUTLET RECEPTACLES		1.00	0.00	0.18					
TOTAL UNBALANCED		1.25							
Total Power per Phase		2.40	0.18						
Total Demand Current per Phase		20.00	1.50						
Total Demand (kVA)		2.15							

GROUNDING NOTES

1. THE GROUND RING SHALL CONSIST OF #2 AWG BARE SOLID TINNED COPPER (STC) CONDUCTOR, UNLESS NOTED OTHERWISE. BORED AT 30" BELOW FINISHED GRADE (OR BELOW FROST LINE). LOCATE 24" MINIMUM AND 36" MAXIMUM FROM EQUIPMENT AREA AND FROM NEAREST FOUNDATION. ALL CONNECTIONS SHALL BE MADE USING A PARALLEL THE EXOTHERMIC WELD, UNLESS NOTED OTHERWISE.

2. INSTALL GROUND RODS AS SHOWN AND AS REQUIRED. GROUND RODS TO BE COPPER CLAD STEEL, 5/8" DIAMETER AND 10FT IN LENGTH. SPACING BETWEEN GROUND RODS SHALL BE 10FT MINIMUM AND 15FT MAXIMUM. TOP OF GROUND ROD TO BE 30" MINIMUM BELOW GRADE (OR BELOW FROST LINE). BOND TOP OF GROUND ROD TO GROUND WIRE WITH EXOTHERMIC WELD. DO NOT EXOTHERMICALLY WELD ANYTHING TO GROUND ROD EXCEPT GROUND WIRE WHICH PASSES OVER TOP OF GROUND ROD (CLAMPED CONNECTIONS TO GROUND ROD PER TOWER MANUFACTURERS DETAILS ARE ACCEPTABLE).

3. BOND TOWER TO TOWER GROUND RING AT THREE LOCATIONS WITH #2 STC GROUND LEAD. SELF SUPPORT TOWERS SHALL HAVE EACH LEG BONDED TO GROUND RING. MONOPOLES AND GUYED TOWERS SHALL HAVE GROUND LEADS EQUALLY SPACED AROUND TOWER. EXOTHERMICALLY WELD GROUND LEADS TO TOP OF BASE PLATES, OR ATTACH TO TOWER USING TOWER MANUFACTURER PROVIDED DETAIL.

4. PROVIDE #2 STC RADIALS FROM THE TOWER GROUND RING TO EACH FENCE CORNER POST. RADIALS SHALL HAVE GROUND RODS AS PER THE REQUIRED SPACING. THE GROUND ROD AT THE END OF EACH RADIAL SHALL BE 24" MAXIMUM FROM FENCE CORNER POST. EQUIPMENT AREA GROUND RING AND CONNECTING GROUND LEADS [BETWEEN EQUIPMENT AREA AND TOWER GROUND RINGS] MAY BE USED AS PART OF THE RADIAL GOING TO THE FENCE CORNER POST CLOSEST TO THE EQUIPMENT AREA.

5. MINIMUM BEND RADIUS FOR #2 AWG GROUND WIRE IS 12". EXCEPT USED 24" FOR TOWER GROUND RINGS AND EQUIPMENT PAD GROUND RINGS.

6. GROUND ALL EXTERIOR EXPOSED METAL OBJECTS. USE TWO HOLE LUGS FOR CONNECTION TO FLAT METAL SURFACES. USE ONLY STAINLESS STEEL HARDWARE ON ALL MECHANICAL CONNECTIONS. CLEAN ALL SURFACES (AND STRIP PAINTED SURFACES) TO BARE BRIGHT METAL PRIOR TO MAKING GROUND CONNECTIONS. APPLY ANTI-OXIDE COMPOUND TO ALL CONNECTIONS. APPLY ZINC RICH PAINT (COLD GALV.) TO ALL EXOTHERMIC WELDS, AND TO ANY METAL EXPOSED BY CLEANING, STRIPPING, GRINDING, CUTTING OR DRILLING.

7. ALL GROUNDING CONDUCTORS ABOVE GRADE SHALL BE RUN IN 3/4" FLEXIBLE PVC CONDUIT. CONDUIT SHALL BEGIN WITHIN 3/4" OF ABOVE GROUND CONNECTION POINT, SHALL EXTEND 24" BELOW GRADE MINIMUM, AND SHALL BE FILLED WITH SEALANT AT ABOVE GROUND CONNECTION POINT. SECURE CONDUIT EVERY 24" ON VERTICAL RUNS AND EVERY 36" ELSEWHERE WITH NON-METALLIC TIES.

8. PROVIDE TWO GROUND RODS OUTSIDE GATES OF COMPOUND. LOCATE BETWEEN GROUND RODS AND GATE. BOND EACH GATE POST WITHIN 6FT OF A GROUND RING SHALL HAVE THE LONGEST INDIVIDUAL GATE LEAF. BOND GATE POSTS TOGETHER WITH #2 STC LEAD WHICH RUNS PAST AND CONNECTS TO GROUND RODS OUTSIDE GATES.

9. BOND EACH GATE POST WITH #2 STC TO NEAREST PORTION OF GROUNDING SYSTEM INSIDE COMPOUND.

10. BOND EACH GATE TO GATE POST WITH FLEXIBLE INSULATED OR BRADED #4/0 COPPER STRAP. EXOTHERMICALLY WELD STRAP TO BOTH GATE AND GATE POSTS.

11. ANY METAL FENCE POST WITHIN 6FT OF A GROUNDING METAL OBJECT SHALL BE BONDED TO THE NEAREST GROUND RING. ANY METAL FENCE WITHIN 6FT OF A GROUND RING SHALL HAVE THE LONGEST INDIVIDUAL GATE LEAF. BOND GATE POSTS TOGETHER WITH #2 STC LEAD WHICH RUNS PAST AND CONNECTS TO GROUND RODS OUTSIDE GATES.

12. NOTIFY CARRIER CM TO INSPECT GROUND RING BEFORE BACKFILLING. CONTRACTOR SHALL HIRE A 3RD PARTY TO PERFORM AN IEEBI FALL OF POTENTIAL METHOD GROUND TEST. MAXIMUM ALLOWABLE RESISTANCE TO GROUND IS 5 OHMS. PROVIDE ADDITIONAL GROUND SYSTEM COMPONENTS AS REQUIRED TO ACHIEVE THIS VALUE.

13. GROUNDING OF ALL ELECTRICAL EQUIPMENT SHALL BE AS PER NEC, MUNICIPAL AND UTILITY COMPANY REQUIREMENTS.



PROJECT INFORMATION:
SITE NAME:
CARBONTON BRANCH
NEAR 289 S. CARBONTON RD
SAYFORD, NC 27330
MOORE COUNTY

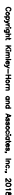


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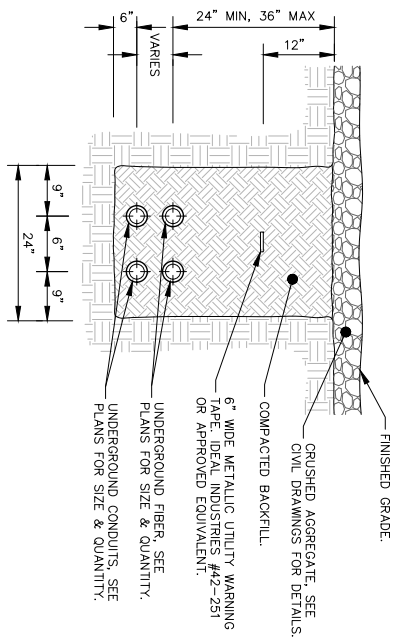
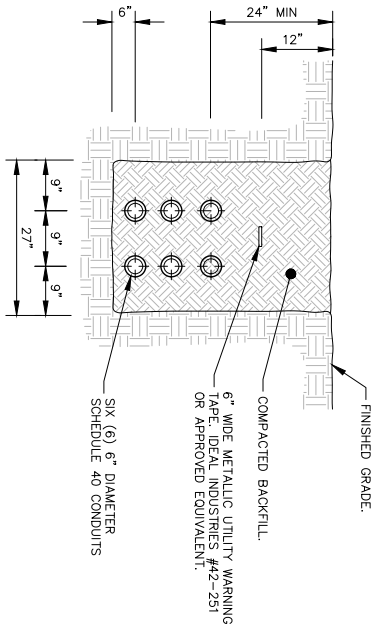
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SEAL 042027	
DAVID FRANKLIN	
S15123	

KHA PROJECT NUMBER:	
013272012	
DRAWN BY:	CHECKED BY:
WTB	DMF

SHEET TITLE:	
GROUNDING NOTES	
SHEET NUMBER:	
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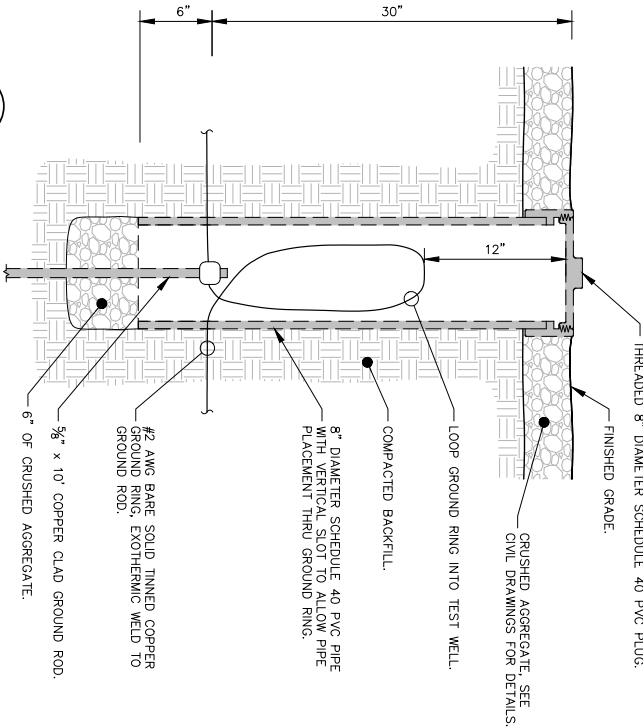


SHEET NUMBER: <div style="border: 1px solid black; padding: 5px; text-align: center; font-weight: bold;">E6</div>	GROUNDING PLAN	SHEET TITLE: 	DRAWN BY: _____ CHECKED BY: _____ DATE: _____	SEAL 04/20/22 NORTH CAROLINA PROFESSIONAL ENGINEER 10000 FRANKLIN ST. SUITE 103 RALEIGH, NC 27603	DATE ISSUED FOR: _____ BY: _____
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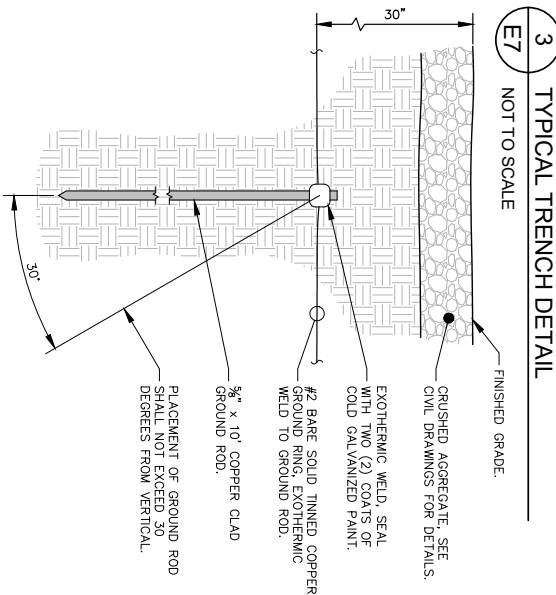


1 COAX/HYBRID CABLE TRENCH DETAIL
E7 NOT TO SCALE

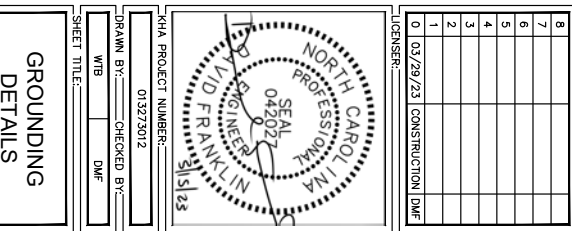
- NOTES:
1. IF GROUND SURFACE IS OTHER THAN NEWLY GRAVELED AREA, CONTRACTOR IS TO RESTORE TO ORIGINAL CONDITION.
 2. PROVIDE PVC CONDUIT BELOW GRADE EXCEPT AS NOTED BELOW.
 3. PROVIDE SCHEDULE 40 OR SCHEDULE 80 PVC CONDUIT & ELBOWS AT STUB UP LOCATIONS (I.E. POLES, EQUIPMENT, ETC.)
 4. PROVIDE SCHEDULE 80 PVC CONDUIT BELOW PARKING LOTS AND ROADWAYS.



2 GROUND ROD TEST WELL DETAIL
E7 NOT TO SCALE



3 TYPICAL TRENCH DETAIL
E7 NOT TO SCALE



4 GROUND ROD INSTALLATION DETAIL
E7 NOT TO SCALE

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SANDFORD, NC 27330
MOORE COUNTY

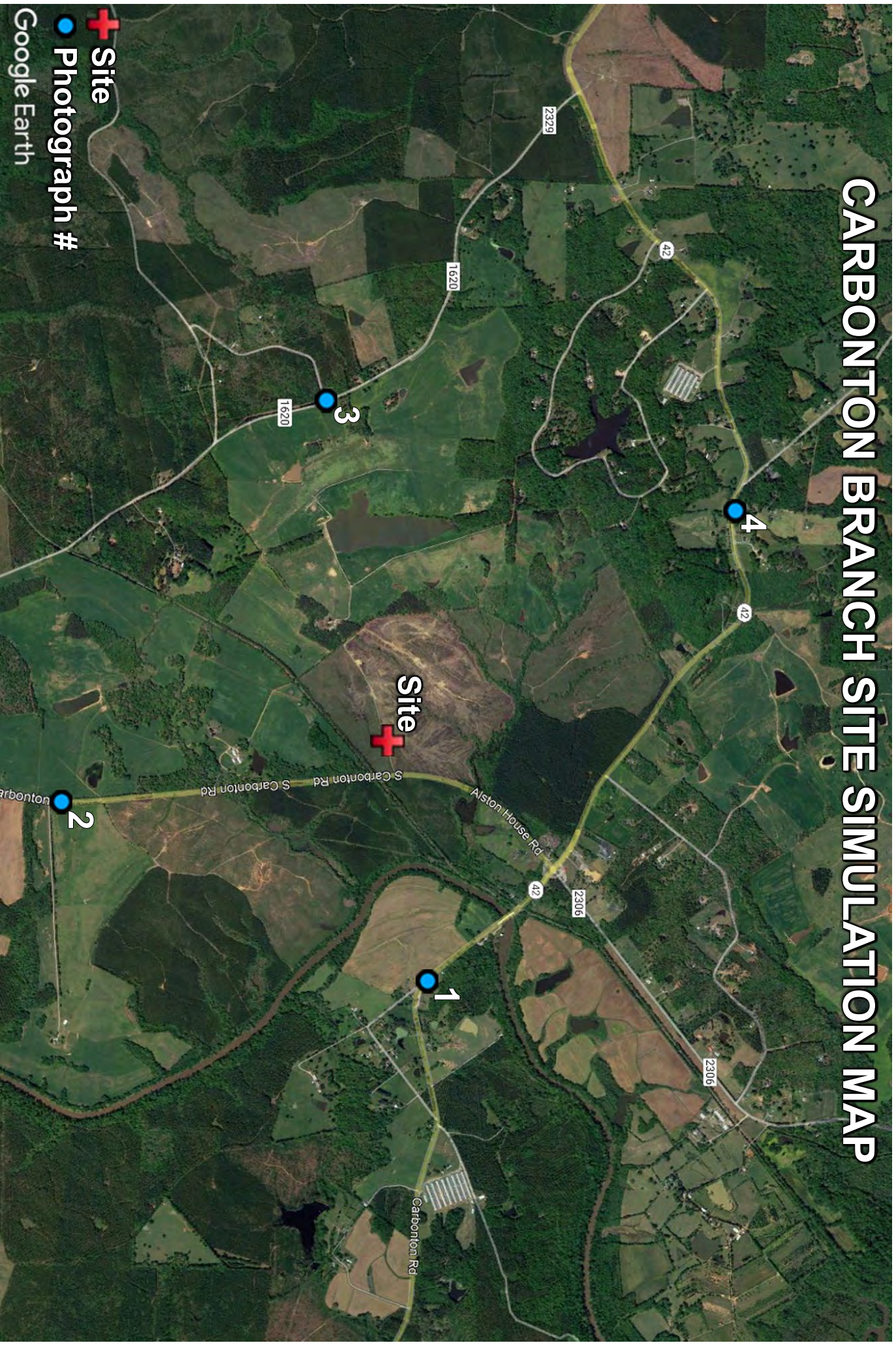
PLANS PREPARED BY:
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ALPHARETTA, GA 30009
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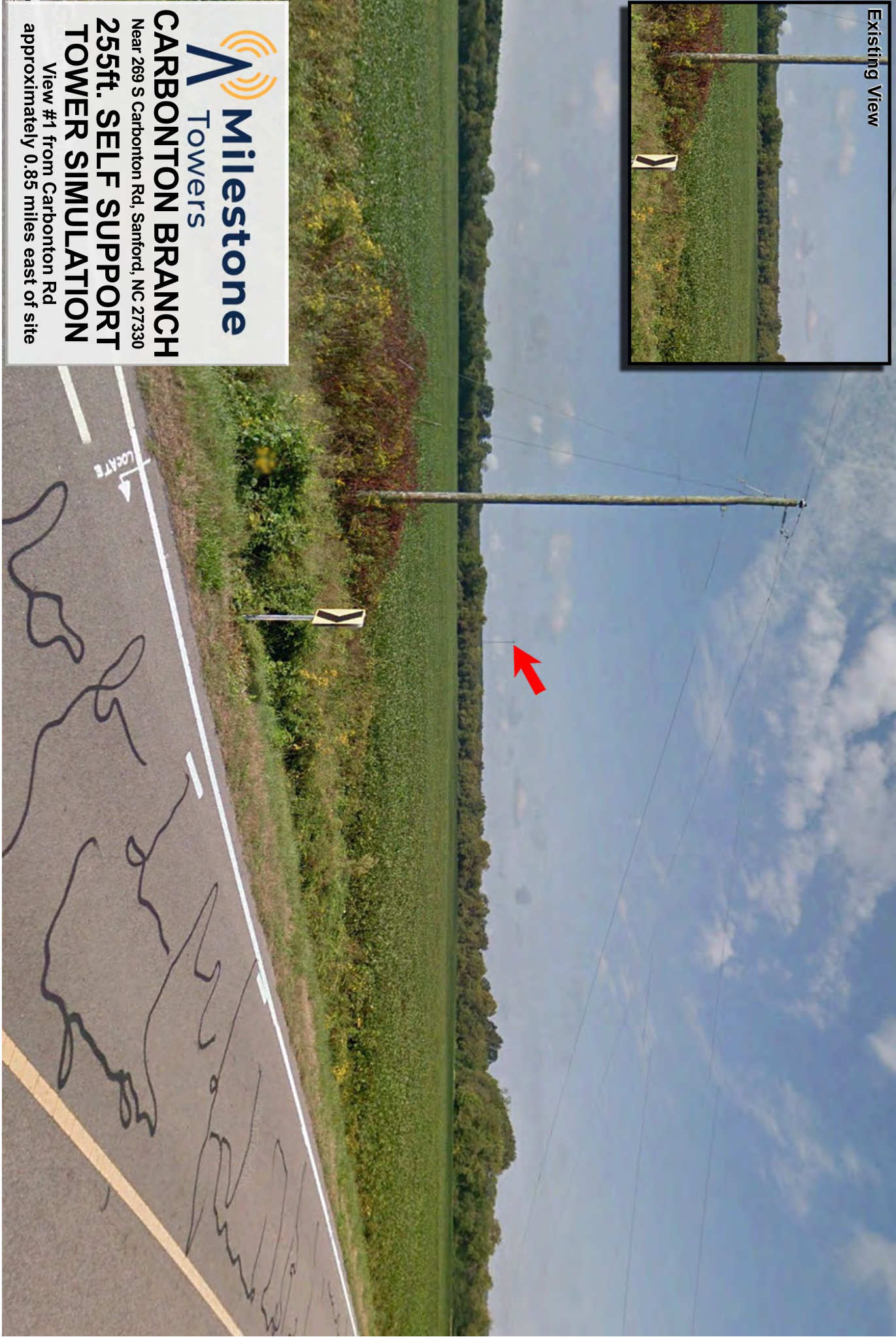
LICENSER:
NORTH CAROLINA PROFESSIONAL SEAL
042027
DAVID FRANKLIN
S15123

KHA PROJECT NUMBER:
013272012
DRAWN BY: WTB
CHECKED BY: DMF
SHEET TITLE:
GROUNDING DETAILS
SHEET NUMBER:
E7

CARBONTON BRANCH SITE SIMULATION MAP



Existing View



Existing View



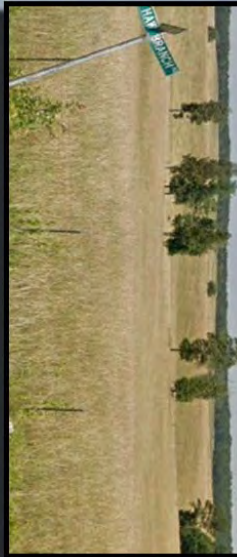
CARBONTON BRANCH

Near 269 S Carbonton Rd, Sanford, NC 27330

**255ft. SELF SUPPORT
TOWER SIMULATION**

View #2 from South Carbonton Rd
approximately 1.22 miles south of site

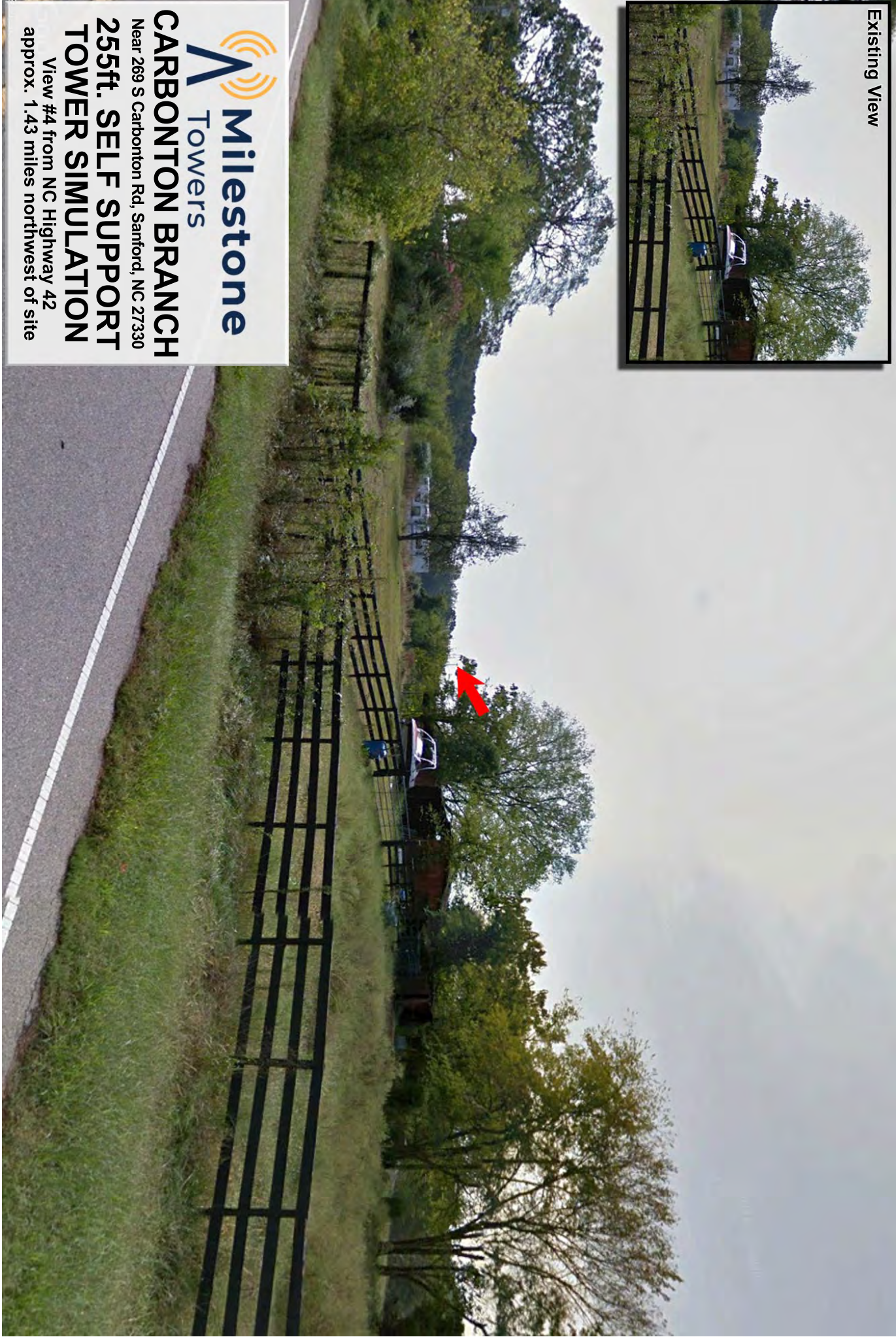
Existing View



CARBONTON BRANCH
255ft. SELF SUPPORT
TOWER SIMULATION

View #3 from Route 1620
approximately 1.22 miles west of site

Existing View



CARBONTON BRANCH
Near 269 S Carbonton Rd, Sanford, NC 27330
**255ft. SELF SUPPORT
TOWER SIMULATION**
View #4 from NC Highway 42
approx. 1.43 miles northwest of site

COMMUNITY MEETING REPORT

Thursday April 20, 2023, 6 p.m. – 7 p.m.

155 Hillcrest Park Ln. Carthage, NC 28327

Proposed 259' Cell Tower – S Carbonton Rd.

Community Members Present: Bill Sandridge

Applicant's Representative Present: Jonathan Yates

Planning Staff Present: Ruth Pedersen, Debra Ensminger

Community member Bill Sandridge, who owns property adjacent to the proposed tower site, expressed concerns about the visibility of the tower from his property. Mr. Yates, representing Milestone Towers explained the location of the tower would be very far away from Mr. Sandridge's property. Mr. Yates also explained that the lighting would be the minimum required by the FAA, white lights during the day and red lights at night, the tower is designed to sustain 150 MPH winds, the construction time would be 45-60 days and that potential collocations are available so that other cell providers do not have to build more towers in the area.

Mr. Sandridge asked if the height of the tower was a specification from Verizon. Mr. Yates explained that it was. Verizon determines what height will be needed for nearby towers to communicate with each other.

Mr. Sandridge expressed concern about the possibility of building a private airstrip on his property in the future and what effects the tower would have on that. Mr. Yates said he would put Mr. Sandridge in touch with an aerospace expert to answer that question.

List of those notified of the Community Meeting (certified mailings to adjacent properties):

B P Investment Company, LLC
Jordan Two, LLC
Shady Glade Farms, LLC
Todd Blakely
Donald Pike & Ann Pike
John Howard Talley Jr. & Sheila Scott Talley
Coffer Family Properties, LLC

Submitted by,



Ruth Pedersen, MPA

Senior Planner – Moore County Planning and Inspections

FOR REGISTRATION REGISTER OF DEEDS
 Judy D. Martin
 Moore County, NC
 December 21, 2018 04:18:55 PM
 Book 5072 Page 207-282
 FEE: \$270.00
 INSTRUMENT # 2018017945

VESTING 5072-207



INSTRUMENT # 2018017945

Prepared by:
 Robert M. Friesen, Esq.
 Robbins May & Rich LLP
 No Title Exam By Drafting Attorney

Return To:
 Robert M. Friesen, Esq.
 Robbins May & Rich LLP
 120 Applecross Road
 Pinehurst, North Carolina 28374

NORTH CAROLINA SPECIAL WARRANTY DEED

Excise Tax: -\$0-

Parcel Identifier No. _____ Verified by _____ County on the _____ day of _____, 20____
 By: _____

Brief description for the Index: Jordan Timberlands, Inc. Land (Moore County)

THIS DEED made this _____ day of December, 2018, by and between

Grantor

Jordan Timberlands, Inc.
 P.O. Box 98
 Mount Gilead, NC 27306-0098

Grantee

Jordan Two, LLC
 P.O. Box 98
 Mount Gilead, NC 27306-0098

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, as a capital contribution and in exchange for membership interests in Grantee, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all those certain lots or parcels of land situated in Moore County, North Carolina and more particularly described as follows:

See "Exhibit "A" attached and incorporated by reference hereto.

Subject and together with utility easements, other easements and restrictive covenants that are enforceable against or a benefit to the properties, if any, and to the lien for ad valorem property taxes for the current year to be prorated at closing.

The properties herein conveyed do not include the primary residence of a Grantor.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, except for the exceptions noted above.

IN WITNESS WHEREOF, this instrument is executed (a), if by individuals, by hereunto setting their hands under seal by adoption of the word "SEAL" appearing next to the individuals' names or signatures, (b), if by a corporation, by the duly authorized officers, directors or shareholders of the corporation on its behalf under seal by adoption of the facsimile seal printed hereon for such purpose or, if an impression seal appears hereon, by affixing such impression seal or by adoption of the word "SEAL" appearing next to the name of the corporation or the signatures of the officers, directors or shareholders, (c), if by a partnership, by the duly authorized partners of the partnership on its behalf under seal by adoption of the word "SEAL" appearing next to the name of the partnership or the signatures of the partners or (d), if by a limited liability company, by the duly authorized members or managers on its behalf under seal by adoption of the word "SEAL" appearing next to the name of the limited liability company or the signatures of the members or managers, on the day and year first above written.

[Signature Page to Follow]

JORDAN TIMBERLANDS, INC.

[Signature] (SEAL)
 By: Robert B. Jordan, III, President

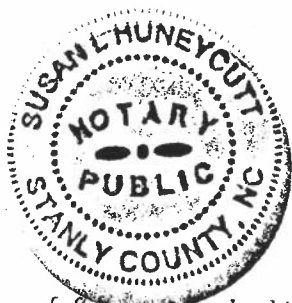
STATE OF North Carolina
 COUNTY OF Montgomery

I certify that the following person personally appeared before me this day and acknowledged to me that the following person voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Name	Capacity
Robert B. Jordan, III	President

- ☒ I have personal knowledge of the identity of the principal;
☐ I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a _____; or
☐ A credible witness has sworn to the identity of the principal

Witness my hand and official stamp or seal on this the 20 day of December, 2018.



[Signature]
 Notary Public

Print notary name: Susan L. Huneycutt
 (notary name must be exactly as on notary seal)

My commission expires: 09/21/2021

[affix notary seal, which must be fully legible]

TRACT 9030
MONTGOMERY & MOORE COUNTIES

TRACT 9030 - Page 1

IN MONTGOMERY COUNTY AND MOORE COUNTY
Known as "Shamburger Tract"

TRACT 41:

Jordan Lumber and Supply, Inc. lands located about three (3) miles east of Biscoe, on both sides of North Carolina Highway 27, predominantly on the north side, said tract of land lying in Beaufort Township, Moore County and in Biscoe Township, Montgomery County, North Carolina, said tract lying on the waters of Cotton, Cabin, and Mill Creeks being bounded by Heitt, Bailey, Roy Garner, Cochran, L. G. DeWitt, Shelton Fredman, C. G. Bula, Lamond, Grady Allen, Dowd and others being described as follows:

BEGINNING at an iron pipe with a light wood stake, oak, pine and hickory pointers, said pipe being located South 12-41 East about 434 feet from the centerline of North Carolina Highway 27, said beginning corner also being the southwest corner of the Jordan "Salvation Army" tract recorded in Deed Book 352 at Page 281, Moore County Registry, running thence from the beginning with the Salvation Army tract line North 12-41 West 3353.4 feet crossing North Carolina 27 and North Carolina Secondary Road 1281 to a light wood stake with pine and oak pointers, a common corner of Roy Garner and the Salvation Army tract; thence with their common line South 43-58 East 2169.75 feet recrossing North Carolina Secondary Road 1281 to a light wood stake with pine, maple and red oak pointers, a corner of Roy Garner and the Salvation Army tract; thence with their line North 25-23 East 3043.94 feet to an iron pipe in a rock pile with white oak pointers a corner of Roy Garner, Salvation Army tract, and the southeast corner of the Jordan "Shamburger Tract" recorded in Book 290 at Pages 8 and 13, in the Moore County Registry; thence with the Garner and Shamburger tract line North 65-15 West 737.22 feet to a light wood stake with oak and pine pointers on the east side of North Carolina Secondary Road 1281 (graded); thence with Britt and the Shamburger tract line crossing the road North 54 West 400.5 feet to a light wood stake in a rock pile, a corner of Britt and the Shamburger tract; thence as their line North 67-25 West 1914.0 feet crossing North Carolina Secondary Road 1400 to a stake in a field; thence

TRACT 89036 - Page 8

In Moore County and Montgomery County.
Known as "Shomburger Tract"

with the Shomburger Tract line North 60 West 728.64 feet to a corner at the confluence of Cabin Creek and a branch, the southwest corner of the Shomburger tract and the eastmost corner of Jordan's "Cochran Tract" recorded in Book 315 at Page 237, Moore County Registry; thence with Jordan's Cochran tract line South 39 West 887.04 feet to a light wood stake at a stump hole with pointers; thence with the Cochran line South 10-10 West 692.34 feet to a light wood stake with dogwood pointers; thence with the Cochran tract line South 09-15 West 1233.54 feet to a light wood stake with pointers; thence with the Cochran tract line South 73-30 West 743.16 feet to an iron stake with pointers; thence with the Cochran tract line South 77 West 640.53 feet to a light wood stake with pointers; thence with the Cochran Tract line North 23-50 West 1858.56 feet to a light wood stake on the east bank of Cabin Creek; thence down the various courses of the creek North 36-35 East 47.19 feet, North 13-30 East 86.13 feet, North 24-20 West 59.6 feet, North 45-15 West 105.6 feet, North 14-35 East 157.08 feet, North 0-45 East 164.01 feet, North 73-15 West 78.87 feet, South 76-20 East 102.3 feet; North 69-10 East 83.16 feet, North 30-50 East 122.76 feet, North 34-15 East 102.96 feet to a corner at the confluence of Cabin Creek and a branch; thence up the various courses of the branch North 29-10 West 160.71 feet, North 2-40 West 148.69 feet, North 59-30 West 146.19 feet, North 24-20 West 156.42 feet, North 70-30 West 111.93 feet, North 22-45 West 136.5 feet, North 56-30 West 132.0 feet, North 7-05 West 62.04 feet to a corner in the branch, the most westerly corner of the Cochran Tract and a corner in the east line of the Jordan 98 acre tract; thence with the 98 acre tract line South 37-15 West 235.42 feet to a light wood stake with pointers; thence with the 98 acre tract line South 7 East 302.61 feet to a light wood stake; thence with the 98 acre tract line South 76-10 West 719.4 feet to a light wood stake with pointers; thence with the 98 acre tract line North 18-20 West 379.5 feet to a lightwood stake, a corner of the Jordan "United States Forest Service Tract" recorded in Book 168 at Page 779, Montgomery County Registry; thence with the United States Forest Service tract line North 86-34 West 181.5 feet to a light wood stake with

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Exhibit "A"

Moore County
Jordan Timber to Jordan Two
Page 2 of 73

TRACT 19030 - Page 3

In Moore County and Montgomery County.
Known as "Blumberg Tract".

pointers; thence with the United States Forest Service tract line South 28-51 West 1318.7 feet to an iron pipe near a pine stump with pine pointers; thence with the United States Forest Service tract line South 52-06 West 961.47 feet to a light wood stake with pine pointers; thence with the United States Forest Service tract line North 30-49 West 2179.64 feet to a concrete monument in a rock pile with pine, black jack pointers; thence with the United States Forest Service tract line North 61-01 East 1046.35 feet to a light wood stake with maple and pine pointers; thence North 25-34 East 1308.13 feet to a light wood stake with oak pointers; thence with the United States Forest Service tract line North 61-01 East 1175.16 feet to a light wood stake, the northeast corner of the United States Forest Service tract and a corner of the Jordan "98 Acre Tract"; thence with the 98 acre tract line North 11-50 West 313.5 feet to a lightwood stake with pointers, a corner of Jordan's "Dawkins Tract", the northwest corner of Jordan's 98 acre tract and the westmost corner of the Jordan's "Dunn Tract"; thence with the Dawkins tract line South 63-59 West 321.81 feet to a rock pile with hickory, red oak and gum pointers; thence with Dawkins line North 29-01 East 2047.59 feet to a rock pile with dogwood and oak pointers in the Moore County and Montgomery County lines; thence with the County line, the Dawkins' tract line, and a line of the Cochran Estate North 7-46 West 2834.09 feet crossing North Carolina Boundary Road, 1400 and Cotton Creek (Chick's line) to a rock pile with sourwood and oak pointers a corner of L. G. DeWitt and the Dawkins tract; thence with their line South 66-25 East 409.36 feet to an iron stake on the east side of a woods road with pine pointers, a corner of the Dawkins tract and Shelton Freeman; thence with Freeman and the Dawkins line South 17-30 West 182.85 feet to a stake with pointers; thence with Freeman and Dawkins South 25-46 East 183.91 feet to an iron bar on the north bank of Cotton Creek; thence down the various courses of the creek South 23-38 East 251.52 feet, South 35-14 East 159.47 feet, South 10-42 East 210.42 feet, South 39-46 East 187.88 feet, South 5-22 East 171.6 feet, South 21-56 East 196.55 feet,

Exhibit "A"

Moore County
Jordan Timber to Jordan Two
Page 3 of 73

TRACT 19030 - Top 4

In Moore County and Montgomery County,
Known as "Shamburger Tract",

South 62-16 East 162.0 feet South 47-27 East 161.42 feet, South 19-38 East 136.8 feet, North 85-33 East 120.83 feet, South 42-28 East 198.78 feet, North 55-33 East 194.0 feet to a stake on the southeast bank of the creek, a corner of Freeman and the Dawkins tract; thence as their line, South 73-16 East 1574.44 feet to a stake with pine pointers, a corner of O. O. Buie, Dawkins, and Jordan's Shamburger tract; thence with the Shamburger tract line with Buie South 74-30 East 481.47 feet to a stake with pine pointers near an old woods road; thence with the Shamburger and Buie line North 7 East 1604.46 feet to a stake on the south bank of Cotton Creek; thence down the various courses of the creek South 52-11 East 191.0 feet, South 62-35 East 206.07 feet, South 41-56 East 157.0 feet, South 12-31 East 155.7 feet, South 41-13 East 124.89 feet, North 67-13 East 17.88 feet to a corner in the creek; thence with Shamburger tract line South 15 East 66.0 feet to a light wood stake with dogwood pointers; thence with the Shamburger line North 66-15 East 633.6 feet to a light wood stake with pointers; thence with the Shamburger line and Lamond South 06 East 1030.93 feet to a lightwood stake; thence with Shamburger and Lamond North 40 East 1640.1 feet to a stake; thence with Shamburger and Lamond South 60 East 660.0 feet to a corner on the west bank of Cabin Creek; thence up the various courses of the creek South 74 East 36.3 feet, South 3-45 East 227.04 feet, South 1-10 West 213.98 feet, South 21-25 East 183.48 feet, South 06 East 120.78 feet, South 0-10 East 144.54 feet, South 6-40 East 177.34 feet, South 8-20 West 264.0 feet, to a stake on the east bank of the creek; thence with the Shamburger line South 83-15 East 71.28 feet to a stake on a branch; thence with Shamburger South 11 West 405.9 feet to a stake; thence with Shamburger South 74-20 East 730.62 feet to a pine knot in a rock pile on the south bank of a branch; thence with Shamburger North 14-35 East 326.70 feet to a rock pile with pointers; thence with Shamburger North 66-50 East 1405.8 feet to a pipe in a rock pile on the north edge of a woods road; thence with Shamburger South 13-10 West 2403.72 feet to a lightwood stake in a rock pile with gum and elm pointers; thence with Shamburger South 79 East 318.58 feet to a

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Exhibit "A"

Moore County
Jordan Timber to Jordan Two
Page 4 of 73

TRACT #9030 - Page 5

In Moore County and Montgomery County.
(Known as "Shamburger Tract")
corner; thence with Shamburger South 23-30 East 1800.48 feet crossing
North Carolina Secondary Road 1281 to a tall iron pipe with oak pointers,
a corner of the Shamburger tract, Grady Allen and the northeast corner
of Jordan's Salvation Army Tract; thence with the Salvation Army tract
line and Grady Allen South 84-41 East 1188.22 feet to an iron pipe with
pine pointers; thence with the Salvation Army tract line and Grady Allen
South 15-10 East 1385.04 feet to an iron stake with pine pointers; thence
with the Salvation Army tract line North 47-09 East 1458.96 feet to an
iron stake with pine and oak pointers; thence with the Salvation Army
tract line South 18-19 East 1155.37 feet to an iron stake in a rock pile
with oak and pine pointers; thence with the Salvation Army tract line as
it crosses Mill Creek South 85-21 East 660.3 feet to an iron pipe in a
rock pile with maple and oak pointers; thence with the Salvation Army
tract line South 74-47 East 131.47 feet to an iron pipe with dogwood and
oak pointer, a corner of the Dowd Estate and the Salvation Army tract;
thence with their line South 4-58 West 2186.64 feet to a rock pile;
thence with the Salvation Army tract line South 5-08 West 672.73 feet
to an iron pipe in a rock pile, with pine, hickory, and oak pointers;
thence with the Salvation Army tract line North 85-28 West 2469.35 feet
crossing Mill Creek to an iron stake in a rock pile; thence South 9-45
East 727.3 feet to an iron pipe with a light wood stake, white oak and
pine pointers; thence with the Salvation Army tract line South 70-56 West
4973.97 feet crossing North Carolina Highway 27 to the BEGINNING, contain-
ing 1928.24 acres more or less.

THE FOREGOING TRACTS ARE EXCEPTED FROM THE ABOVE DESCRIPTION:

1. That certain tract of land containing 4 acres, more or less, located in Beeslee Township, Moore County, North Carolina, and bounded now by lands owned by persons as follows: North by Jordan Lumber Company; East by State Topsoil Road #1400, South by Jordan Lumber Company, and West by Jordan Lumber Company; said tract lying approximately 4 miles East from the town of Biscoe and more specifically described as follows: BEGINNING at an iron stake located in the western right of way line of State Topsoil Road #1400, said iron stake being approximately 540 feet Northwest of the point where Jordan Lumber Company's line crosses said right of way of said road, and runs thence as and with the said right of way line of State Topsoil Road #1400 North 30 West 650 feet to an iron stake; thence turning and leaving said road South 69 West 268 feet to an iron stake; thence South 30 East 650 feet to an iron stake; thence North 69 East 268 feet to the point of beginning, according to a plat prepared by G. H. Blue, May, 1974.
2. One acre graveyard described in Deed Book 244 at Page 68, Moore County Registry.
3. The land on which is located the Leach graveyard, said exception to include an area of land, the outside boundary to be determined by measuring twenty-five (25) feet in each direction from the nearest grave.

Exhibit "A"

Moore County
Jordan Timber to Jordan Two
Page 5 of 73

TRACT 86018 - Page 6

In Moore County and Montgomery County.
(Known as "Shanburger Tract")

EXCEPTIONS: - continued:

4. That certain tract containing 51.572 Acres, more or less, conveyed to John H. Richardson et ux by deed recorded in Book 334, Page 102, to which deed reference is made for metes and bounds description.
5. That certain tract containing 145.888 Acres, more or less, conveyed to John H. Richardson by deed recorded in Book 311, Page 710, to which reference is made for metes and bounds description.
6. That certain tract containing 1.83 acres, more or less, conveyed to John Davis by deed recorded in Book 334, Page 367, Moore County Registry, to which reference is made for metes and bounds description.
7. That certain tract containing 5.102 acres, more or less, conveyed to James E. Moore et ux by deed recorded in Book 334, Page 370, Moore County Registry, to which deed reference is made for metes and bounds description.
8. Right of Way to Carolina Power and Light Company covering approximately 7.28 acres, as recorded in Deed Book 329, Page 166, Moore County Registry.
9. Boundary Line Agreement between Jordan Lumber & Supply, Inc., John H. Richardson et ux, and Parker Lee Britt et ux recorded in Deed Book 560, Page 909, Moore County Registry, dated 3/10/87.
10. Boundary Line agreement between Cochran, Hatzico, Inc. and Jordan Lumber & Supply, Inc. dated 12/17/84 recorded in Deed Book 528, Page 265, Moore County Registry, and Deed Book 215, Page 769, Montgomery County Registry.
11. Easements to Carolina Power & Light Company appearing in Book 46, Page 344 and 347, and Book 49, Page 313 and 358, Moore County Registry, which includes a 50 foot right of way for a tower transmission line easement.
11. Easement to Carolina Power & Light Company appearing in Book 167, Page 252, Moore County Registry.
12. Mineral Rights excepted as described in instrument recorded in Deed Book 92, Page 8, and Deed Book 315, Page 237, Moore County Registry.

Exhibit "A"

Moore County

Jordan Timber to Jordan Two

Page 6 of 73

(Known as Lemonds Tract)

PARCEL 19010 - Page 8

DEBALEK TOWNSHIP, MOORE COUNTY, STATE OF NORTH CAROLINA (Known as Lemonds Tract)

Located on the waters of Cabin Creek and Cotton Creek, being approximately three-fourths of a mile East of the Montgomery-Moore County line. Adjoining the lands of Harry Lemonds, Robert Freeman and Jordan Lumber & Supply, Inc. BEGINNING on a point in the center of Cotton Creek and in an old West line of the tract of which this is a part, said beginning being South 07 degrees 14 minutes 37 seconds East 80.58 feet from an old corner on a hillside North of said Cotton Creek, being also just East of a horseshoe-like bend in said creek; running thence as the old line South 07 degrees 14 minutes 37 seconds East 1233.79 feet to an old pine knot corner of Jordan Lumber & Supply, Inc. (formerly Lisch Langle); thence continuing as the said old line South 03 degrees 36 minutes 29 seconds East 1031.63 feet to an old pine stake with oak and sourwood pointers, approximately 150.00 feet south of an old road, also a corner of Jordan Lumber & Supply, Inc.; thence as another old line of the tract of which this is a part North 40 degrees 41 minutes 44 seconds East 1642.75 feet to an old pine stake with hickory pointer on the east side of a hill; thence as another old line of the tract of which this is a part South 78 degrees 26 minutes 44 seconds East 685.10 feet to a point in the center of Cabin Creek; thence as the center of said Cabin Creek North 04 degrees 16 minutes 30 seconds East 203.04 feet, North 26 degrees 32 minutes 44 seconds East 145.51 feet, North 13 degrees 59 minutes 40 seconds East 155.09 feet, North 17 degrees 56 minutes 08 seconds East 38.88 feet to the center of the confluence of the waters of Cotton Creek and Cabin Creek; thence up Cotton Creek its various courses as traced from USDA serial map and as shown on a plat prepared by Leach H. Johnson, under the supervision and direction of J. Lyman Delaney, RLS, dated September, 1974, a copy of which is attached to deed recorded in Book 396, Page 128, Moore County Registry, to the point of beginning, containing 2,095,751 square feet or 48.11 acres as calculated by the Double Meridian Distance Method.

For title reference see deed from I. F. Russell et ux to Harry Lemonds. See deed from Harry Lemonds et ux to Jordan Lumber & Supply, Inc. dated June 16, 1973, recorded in Deed Book 396, Page 128, Moore County Registry.

TRACT 8033

MONTGOMERY & MOORE COUNTIES

(Known as DeWitt Tract)

TRACT #9033

In Star Township, Montgomery County, and in Sheffield Township, Moore County.

TRACT 1: Being located in Star Township, Montgomery County and Sheffield Township, Moore County, North Carolina, and more particularly described as follows:

All that certain tract of land containing eight hundred fifty-one and one-tenth (851.1) acres, more or less, (328.1 acres of which is in Montgomery County, North Carolina), known as the Capel lands of Moore and Montgomery Counties, State of North Carolina, approximately 2 miles East of the Town of Star on both sides of the main line of Norfolk Southern Railway extending from Raleigh to Charlotte, and on both sides of Public Highway extending from Star to Robbins, bounded now or formerly by the Lemmons lands, the Jordan lands, the Kennedy lands, the Williams lands, the Callicutt lands, and the Spencer lands on the North; the Freeman lands, the Davis lands, the Owens lands, on the East; the Melton lands, the Hamilton lands, the Williams lands, the Thomas lands, the Cochran lands, the Dunn lands, the Allen lands on the South; the Dunn lands, and the Allen lands on the West. Said tract of land being more particularly described according to plat prepared by A. L. McNeill, Surveyor, in October and November 1945, said map being recorded in Montgomery County Map Book No. 2 at Page 54, as follows:

BEGINNING at a stake in Star Township, Montgomery County, .25 feet North of the Center of Norfolk Southern Railway, a corner of Davis and Allen, said stake being 2,581.6 feet South 87 degrees 30 minutes West from the beginning corner of a 12.4 acre tract of land sold by W. C. Capel and wife, Rose Capel, to Mrs. Laura Ellen Jordan, by deed dated January 28, 1946, and recorded in the office of the Registrar of Deeds of Montgomery County, North Carolina, in Book 95 at Page 53, and runs thence South 54 degrees 30 minutes East 302.4 feet to a stake in the head of Cattail Branch; thence with the line of Cattail Branch about South 78 degrees East 1,460 feet, more or less, to a lightwood stake, oak pointers in Cattail Branch; thence North 50 degrees 03 minutes East 429 feet to a stake; thence North 55 degrees 05 minutes East 528 feet to a stake; thence North 59 degrees 05 minutes East 173 feet to a stake in the center line of Norfolk Southern Railway track; thence with the center line of Norfolk Southern Railway track North 87 degrees 30 minutes East crossing Moore-Montgomery County line 1,475 feet to a stake in the center line of said tract; the East corner of said tract sold by William Capel and wife, Rose R. Capel, to Mrs. Laura Ellen Jordan; thence South 71 degrees 40 minutes East 1,632.5 feet to a stake in rock pile, pine and oak pointers; thence North 1 degree 30 minutes East 525 feet to a stake in the center line of Norfolk Southern Railway track; thence North 1 degree 30 minutes East 1,606.1 feet to a stake, passing stake in rock pile in line; thence South 85 degrees 50 minutes East 2,805 feet to a lightwood stake; thence North 13 degrees 10 minutes East 1,300 feet to a lightwood stake oak pointers; thence South 8 degrees 15 minutes East 1,666.5 feet to a stake, oak pointers; thence North 83 degrees 30 minutes East crossing public road and railroad 2,664.4 feet to a stake in rock pile, oak pointers; thence South 7 degrees 50 minutes East 2,763 feet to a lightwood stake, oak pointers; thence South 82 degrees 40 minutes West 2,626.8 feet to a lightwood stake, oak pointers; thence North 7 degrees 05 minutes West 660 feet to a lightwood stake, oak and pine pointers; thence South 82 degrees 45 minutes West 3,395.7 feet to a lightwood stake by rock, oak and dogwood pointers, West of Opossum Branch; thence South 7 degrees 55 minutes East 2,623.3 feet to a stake, oak pointers; thence South 81 degrees 30 minutes West 772.5 feet to a stake, oak and pine pointers; thence South 82 degrees 40 minutes West crossing Moore-Montgomery County line 1,267 feet to a stake in rock pile, oak, hickory and sourwood pointers; thence North 2 degrees 30 minutes West 1,035 feet to a lightwood stake, post oak and pine pointers; thence North 83 degrees 25 minutes West crossing Cattail Branch at approximately 900 feet in all 1,452 feet to a stake in rock pile, oak and hickory pointers; thence South 22 degrees 25 minutes West 44 feet to a stake, oak pointers; thence North 78 degrees 25 minutes West 990 feet to a stake, pine, oak and maple pointers; thence South 58 degrees 30 minutes West 2,310 feet to a stake by three hickory pointers; thence North 1 degree 30 minutes East 3,960 feet to the point of Beginning, containing 851.1 acres, more or less, according to survey and plat thereof made by A. L. McNeill, County Surveyor of Richmond County, North Carolina, in October and November, 1945, which said plat is duly recorded in Montgomery County Registry.

11

Exhibit "A"

Moore County

Jordan Timber to Jordan Two

Page 8 of 73

(DeWitt Tract)

TRACT NO. 9033 (Page 2)

STAR TOWNSHIP, MONTGOMERY COUNTY, AND SHEFFIELD TOWNSHIP, MOORE COUNTY in Map Book No. 2 at Page 54, to which map book for a more particular description of this property herein described reference is made and by said reference said map is made a part hereof as fully and to the same extent as if attached hereto, EXCEPT for that part shown on said map which has been heretofore conveyed to Mrs. Laura Ellen Jordan, recorded in Deed Book 95 at Page 53 of the Montgomery County Registry.

THIS CONVEYANCE IS MADE SUBJECT to the right of way across said land of Norfolk Southern Railway and highway purposes.

For title reference see deed recorded in Book 230, Page 303, Moore County Registry; Book 113 at Page 426, Montgomery County Registry; see also the Twelfth Tract described in a Deed from L. G. DeWitt et al to Sunny Slope Farms, Inc., dated June 30, 1959, and duly recorded in the Montgomery County Registry in Book 114 at Page 249, and Moore County Registry in Book 232 at Page 48.

EXCEPTIONS:

- (1) Right of way to Randolph Electric Membership Corporation for maintenance, dated 4/11/46, recorded in Book 179, Page 249.
- (2) 50.02 Acres sold to Pioneer Southern by deed dated 5/20/87 recorded in Deed Book 226, Page 131, Montgomery County Registry.
- (3) Right of way to Maggie Dunn dated 1986 recorded in Deed Book 220, Page 377, Montgomery County Registry.
- (4) Right of way to Maggie Dunn dated 10/13/81 recorded in Deed Book 230, Page 377, Montgomery County Registry.
- (4) Right of way to Carolina Power & Light Company dated 11/14/88 recorded in Deed Book 234, Page 390, Montgomery County Registry.
- (5) Right of way to Carolina Power & Light Company dated 1/30/87 recorded in Deed Book 224, Page 519, Montgomery County Registry.
- (6) Right of Way of Norfolk Southern Railroad as set out after description.
- (7) Right of way of public highway extending from Stat to Robbins, N. C.
- (8) 0.76 of an acre as described in Deed Book 721, Page 134, Moore County Registry, to which reference is made for metes and bounds description.
- (9) 100.82 Acres as described in deed recorded in Book 721, Page 134, Moore County Registry, to which deed reference is made for description.

Title References:

See deed from L. G. DeWitt et ux to Jordan Lumber & Supply, Inc. recorded in Deed Book 232, Page 48, Montgomery County Registry, (Description shows approximately 328.1 acres in Montgomery County and the balance in Moore County. See Deed Book 403, Page 359, Moore County Registry. See Map Book 2, Page 54, Montgomery County Registry.

EXCEPTION: (continued from above)

- (10) Except 4 Acres +- conveyed to D. B. Reynolds Company 5/19/93 by deed recorded in Book 275, Page 120, Montgomery County Registry.

Exhibit "A"

Moore County

Jordan Timber to Jordan Two

Page 9 of 73

Tract 9083 - Page 3

- ① BEGINNING at a stake and pointer a corner of Lot No. 2, in the legal line; thence as that line North 15 West 31 chains to Chapel's corner; thence North 75 East 8 chains and 25 links to a stake and pointer, near the east side of a branch; thence South 22 East 21.75 chains to a lightwood stump by two history pointers; thence North 50 East 14.50 to a stake by a pine pointer; thence North 10 East 7.20 to a stake and pointer, a corner of Lot No. 2; thence as that line reversed South 75 West crossing a branch 7 chains to the beginning, containing 14 acres, more or less.

For title reference see Book 116 at Page 607, Moore County Registry.

- ② A tract or parcel of land lying and being in Star Township, Montgomery County, North Carolina, being a portion of the "DeWitt Tract" of the Jordan Timberlands, Inc. property located east of Olden Farm Road, more particularly described as follows:
 BEGINNING at a 1 inch iron pipe found at the southeast corner of the HFI Organics, Inc. property (Deed Book 288 Page 646) and being a common corner with the "DeWitt Tract" of the Jordan Timberlands, Inc. property (Deed Book 380 Page 612), and being at the north side of a 60 foot strip reserved by Jordan Timberlands, Inc., and also being N 2° 01' 06" W 60.33 feet from a concrete monument; thence along a line with the HFI Organics, Inc. property N 1° 33' 11" W 933.15 feet to a 1 inch iron pipe found at the northeast corner of the HFI Organics, Inc. property and being another common corner with the Jordan Timberlands, Inc. property, and also being S 89° 59' 14" E 1428.55 feet from a PK well found in the center of the Olden Farm Road; thence along a new line with the Jordan Timberlands, Inc. property S 45° 59' 14" E 400.00 feet to a 3/4 inch iron rebar set as a new corner within the Jordan Timberlands, Inc. property; thence along another new line with the Jordan Timberlands, Inc. property S 1° 33' 19" E 978.70 feet to a 3/4 inch iron rebar set as a new corner of the Jordan Timberlands, Inc. property and being on the north side of the aforementioned 60 foot strip reserved by Jordan Timberlands, Inc.; thence along a line generally along the north side of the 60 foot strip N 83° 43' 53" W 403.29 feet to the BEGINNING, containing 5.78 acres, more or less, as shown on a plat for Plotter Southern, Inc. dated March 3, 2000 by Thomas J. Fields, PLS-3506 which is attached hereto and made a part hereof by reference the same as if fully set out herein.

Exhibit "A"

Moore County
 Jordan Timber to Jordan Two
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Tract 9033- Page 4

Lying on both sides of Cotton Creek.
 BEGINNING at a stake 9 oak pointers, and runs South 14 East 43 chains to a blackjack corner, 2 post oaks and pine stake pointers; thence North 76 East 3.37 chains to a stake, 2 dogwoods and 2 oak pointers; thence South 14 East 10 chains to a stake, pine pointers; thence South 12 East 39 chains to a stake, post oak, pine and white oak pointers; thence North 76 West 17.50 chains to a red oak hickory and post oak pointers; thence North 16 West 13 chains to Cotton Creek, maple, ash and gum pointers; thence North 22 West 25.50 chains to a hickory corner, post oak and white oak pointers; thence North 68 East 1.50 chains to a stake, red oak, dogwood pointers; thence North 10 West 21.50 chains to a stake 2 pine pointers; thence South 80 West 2 chains to a pine, 2 hickory pointers; thence North 22 West 22.75 chains to a stake white oak and two ash pointers, thence North 76 East 20 chains to the beginning, containing 163 acres, more or less, and known as the Mark A. Allen one hundred sixty three acre tract.

For title reference see Deed Book 126 at Page 248 and Deed Book 139 at Page 310, Moore County Registry.

THERE IS EXCEPTED FOR THE FOREGOING DESCRIPTION, THE FOLLOWING DESCRIBED TRACT:

Adjoining the lands of John Holder, Fuller Williams and others.
 BEGINNING on a stake on the North bank of Cotton Creek, with two poplar pointers and running thence North 12 West with John Holder's and C. G. Bule's line 14 chains; thence with their line North 14 West 10 chains to a stake, John Holder's corner, also C. G. Bule's corner; thence South 76 West 3.37 chains to a stake, Bule's corner also Fuller Williams's corner; thence South 12 East 23 chains to the North bank of Cotton Creek; thence up the North bank of Cotton Creek 3.5 chains to the beginning, containing 8 acres, more or less.

Exhibit "A"

Moore County
 Jordan Timber to Jordan Two
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Tract 9033 Page 5

THERE IS EXCEPTED from Tract 9033 that 4.00 acres described in deed to D.R. Reynolds Co., Inc. recorded July 8, 1997 in Book 339 Page 34, Montgomery County Registry.

THERE IS EXCEPTED from Tract 9033 that 0.55 acre described in deed to Elwood Preslar and Crystal D. Burr recorded February 25, 2000 in Book 390 Page 308, Montgomery County Registry.

THERE IS EXCEPTED from Tract 9033 that 8.78 acres described in deed to John C. Willis et al recorded June 2, 2000 in Book 395 Page 681, Montgomery County Registry.

THERE IS EXCEPTED from Tract 9033 that 3.65 acres described in deed to D.R. Reynolds Co., Inc. recorded March 28, 2006 in Book 559 Page 753, Montgomery County Registry.

Exhibit "A"

Moore County
Jordan Timber to Jordan Two
Page 12 of 73

TRACT 9055
MOORE & CHATHAM COUNTIES

TRACT NO. 9055

MOORE COUNTY

CHATHAM COUNTY

(Known as Buchanan Tract)

MOORE AND CHATHAM

County, North Carolina, (the "Tracts") and more particularly described in following Addendum attached hereto and made a part hereof marked "Exhibit A" for more and bounds description of the lands herein conveyed.

SUMMARY OF Tracts First, Second, Third and Fourth Tracts in Moore and Chatham Counties are as follows:

Moore County, Deep River Township	966.50 Acres +
Moore County, Deep River Township	20.00 Acres +
Moore County, Deep River Township	578.17 Acres +
Chatham County, Gulf Township	479.80 Acres +

EXCEPT SALES AS FOLLOWS:

Book 472, Page 205, Chatham County	-287.31 A. +
Book 471, Page 757, Moore County	-261.90 A. +
Book 499, Page 861, Moore County	-295.08 A. +
Book 520, Page 350, Moore County	-348.50 A. +

Approximate balance of acreage remaining after exceptions in
Tracts First through Fourth—Moore County 659.19 Acres +
Chatham County 272.49 Acres +

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TRACT NO. 9055

MOORE COUNTY

CHATHAM COUNTY

"EXHIBIT A" (Page 2)

FIRST TRACT: Two tracts of land located in Deep River Township, Moore County, North Carolina and more particularly described as follows:

FIRST PARCEL: BEGINNING at a concrete marker and three pronged dogwood tree at the head of a branch on the north side of a road leading from Carthage, N.C., to Carbondon, N.C.; thence down said branch as it meanders North 18 degs. 10 mins. W. 278 feet; thence North 11 degs. 50 mins. West 306 feet; thence North 5 degs. 14 mins. East 123.5 feet; thence North 26 degs. 30 mins. West 453 feet; thence North 11 degs. 30 mins. West 346 feet; thence North 13 degs. 00 mins. West 140 feet to a concrete marker, and there leaving said branch; thence North 03 degs. 37 mins. West 980 feet to a concrete marker in another branch; thence down said branch as it meanders North 45 degs. 06 mins. East 187.0 feet; thence North 35 degs. 00 mins. East 74.3 feet to a point in Haw Branch and thence up said branch as it meanders North 50 degs. 15 mins. West 370 feet; thence South 81 degs. 30 mins. West 120 feet; thence North 50 degs. 02 mins. West 161 feet; thence North 37 degs. 25 mins. West 105 feet; thence North 12 degs. 00 mins. West 209 feet; thence North 37 degs. 35 mins. West 181 feet; thence North 34 degs. 50 mins. East 104 feet; thence North 11 degs. 50 mins. West 236 feet; thence North 13 degs. 30 mins. East 103 feet; thence North 58 degs. 10 mins. West 298 feet; thence North 58 degs. 30 mins. West 275 feet; thence North 18 degs. 20 mins. West 343 feet; thence North 36 degs. 35 mins. West 115 feet; thence North 02 degs. 15 mins. West 110 feet; thence North 21 degs. 15 mins. West 135 feet; thence North 14 degs. 00 mins. West 170 feet to a concrete marker and there leaving said Haw Branch; thence South 57 degs. 35 mins. West 603 feet to a concrete marker; thence South 40 degs. 15 mins. West 331 feet to a concrete marker; thence North 07 degs. 30 mins. West 668.7 feet to a concrete marker; thence North 5 degs. 35 mins. East 2447 feet to a concrete marker; thence North 04° 25 mins. West 737 feet to a concrete marker; thence North 10 degs. 45 mins. West 808 feet to a concrete marker; thence North 7 degs. 17 mins. East 2108 feet to a concrete marker in the Moore-Chatham County line; thence with said county line South 07 degs. 10 mins. East 1657 feet to a concrete marker and there leaving said county line; thence South 6 degs. 50 mins. West 646.2 feet to a concrete marker; thence South 06 degs. 10 mins. East 1225 feet to a concrete marker; thence North 3 degs. 27 mins. East 722.2 feet to a concrete marker in the Moore-Chatham County line; thence partly with County line and with Line Creek South 07 degs. 10 mins. East 5381.2 feet to a concrete marker at the mouth of Line Creek and on the bank of Deep River; thence with the bank of Deep River upstream as it meanders South 31 degs. 05 mins. West 515 feet; thence South 25 degs. 45 mins. West 392 feet; thence South 1 deg. 05 mins. West 245 feet; thence South 3 degs. 55 mins. West 210 feet; thence South 29 degs. 20 mins. East 135 feet; thence

Exhibit "A"

Moore County

Jordan Timber to Jordan Two

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TRACT NO. 9055.

MOORE COUNTY
CHATHAM COUNTY

"EXHIBIT A" (Page 2)

South 23 degs. 15 mins. East 118 feet; thence South 20 degs. 23 mins. East 100 feet; thence South 40 degs. 30 mins. East 130 feet; thence South 51 degs. 40 mins. East 240 feet; thence South 62 degs. 55 mins. East 170 feet to a concrete marker on the bank of Deep River at the mouth of Haw Branch; thence leaving the river bank and up Haw Branch as it meanders South 10 degs. 30 mins. West 177.8 feet; thence South 31 degs. 20 mins. West 141.3 feet; thence North 27 degs. 10 mins. West 243.2 feet; thence South 02 degs. 15 mins. West 126 feet; thence South 37 degs. 10 mins. West 123 feet to a concrete marker and thence leaving Haw Branch; thence South 6 degs. 25 mins. West 1005 feet to a concrete marker; thence North 84 degs. 25 mins. West 912 feet to a concrete marker in Haw Branch; thence up said branch North 40 degs. 10 mins. West 260 feet; thence North 06 degs. 30 mins. West 188 feet; thence South 20 degs. 45 mins. West 302 feet; thence South 69 degs. 30 mins. West 129 feet to a concrete marker and thence leaving said branch; thence South 7 degs. 15 mins. East 3495 feet to a concrete marker; thence North 04 degs. 25 mins. West 1744.5 feet to the point of BEGINNING, and containing 266.5 acres, more or less.

SECOND PARCEL: BEING all of that certain tract or parcel of land containing 20 acres, more or less, bounded by the lands of Helver, Evans and Tyson and being the same land conveyed by mortgage executed by W. H. Elkins and wife to John Mashburn under date of May 23, 1925, and recorded in Book of Mortgages 43, at page 130, Moore County Registry; which said mortgage was foreclosed November 30, 1934, as seen by reference in Sale Book 2, page 241, in the office of the Clerk of Superior Court and the property conveyed by Mary Mashburn, Adm of John Mashburn to Fred Jeffries by deed dated February 15, 1935, and recorded in Book 121, page 111, Moore County Registry; and conveyed by Fred Jeffries et al, to Mary Mashburn by deed dated March 20, 1935; and recorded in Book 121, page 192, Moore County Registry and conveyed by Mrs. Mary Mashburn, Widow, to Ralph Mashburn by deed dated August 6, 1951, and recorded in Book 171, page 91, Moore County Registry and conveyed by Ralph Mashburn and wife, to John D. Lynch et al by deed recorded in Book 226, at page 556, Moore County Registry, and conveyed by John D. Lynch et al to Babcock Enterprises, Inc., by deed dated November 30, 1967, and recorded in Book 300, page 64 Moore County Registry to which deeds and mortgage reference is hereby made for a more perfect description.

Exhibit "A"

Moore County

Jordan Timber to Jordan Two

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TRACT NO. 9053

Moore County
Chatham County

"EXHIBIT A" - (Page 3)

EXCEPTIONS: ----- MOORE COUNTY PROPERTY (SEE Book 492, Page 861)

TRACT 1:

Located in Deep River Township, Moore County, North Carolina, containing 295.08 acres, more or less, more particularly described on a plat of the same entitled, "Hawley Farm", surveyed and prepared by James L. Wright, Registered Land Surveyor, License-1418, dated March 29, 1982, said plat being recorded in Plot Cabinet 2, Slide 310 of the Moore County Registry.

There is reserved to Jordan Lumber & Supply, Inc. one-half (50%) of all minerals, ores, oils, gases and stone of every sort, kind and description in, under and upon the above conveyed premises.

There is also reserved to Jordan Lumber & Supply, Inc. and excepted from this conveyance for a period of one year from the date hereof that certain timber designated in the Agreement executed by the parties hereto on the same date as the execution of this deed.

TRACT 2:

Located in Deep River Township, Moore County, North Carolina, and being a permanent easement for a water line thirty (30) feet in width, extending fifteen (15) feet on each side of the center of the water line when it is permanently installed, said permanent easement being located as follows: Beginning at a point in the west right-of-way of North Carolina Secondary Road 1622 where it intersects Haw's Branch (which is in east line of Tract 1, described above) and runs thence along Haw's Branch in a general northeasterly direction approximately 2600 feet to the point where Haw's Branch intersects Deep River. The precise location of the water line must be within one hundred (100) feet to either side of Haw's Branch. During the construction period the grantee shall undertake to locate the water line as near to Haw's Branch as good engineering requirements will allow.

Exhibit "A"

Moore County
Jordan Timber to Jordan Two
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TRACT NO. 9055

Moore County
Chatham County

Book 451, Page 613:

"Exhibit A" (Page 4)

THIRD TRACT: Deep River Township, Moore County, beginning at Lambert's corner in Hancock's line, said corner being in a proposed road and being indicated by an axle witness located South 07 degrees 37 minutes East 100 feet therefrom; and running thence with the proposed road North 0 degrees 35 minutes East 3,716.63 feet to a concrete marker at New Branch, the Babcock Lumber Company line; thence down New Branch North 71 degrees 09 minutes East 123 feet; thence North 30 degrees 24 minutes East 302 feet; thence South 04 degrees 51 minutes East 100 feet; thence North 41 degrees 22 minutes East 268.34 feet to a concrete monument; thence leaving New Branch and running South 02 degrees 56 minutes East 916.80 feet to a concrete monument; thence North 7 degrees 46 minutes East 1,791.48 feet to a concrete monument as follows: North 38 degrees 49 minutes East 123 feet; thence North 03 degrees 34 minutes East 126 feet; thence South 23 degrees 31 minutes East 243.2 feet; thence North 30 degrees 55 minutes East 161.3 feet; thence North 20 degrees 55 minutes East 181.5 feet to the point where New Branch empties into Deep River; thence up Deep River creek and distances as follows: South 62 degrees 49 minutes East 230.35 feet; thence South 51 degrees 08 minutes East 300.10 feet; thence South 36 degrees 44 minutes East 226.85 feet; thence South 34 degrees 58 minutes East 732.30 feet; thence South 42 degrees 36 minutes East 321.00 feet; thence South 43 degrees 58 minutes East 313.40 feet; thence South 53 degrees 42 minutes East 566.10 feet; thence South 45 degrees 47 minutes East 109.80 feet; thence South 31 degrees 09 minutes East 167.55 feet; thence South 32 degrees 30 minutes East 360.00 feet; thence South 31 degrees 21 minutes East 402.93 feet; thence South 25 degrees 27 minutes East 252.00 feet; thence South 29 degrees 46 minutes East 232.30 feet; thence South 23 degrees 51 minutes East 162.51 feet; thence South 19 degrees 28 minutes East 201.50 feet; thence South 23 degrees 10 minutes East 200.00 feet; thence South 10 degrees 45 minutes East 593.45 feet; thence South 33 degrees 41 minutes East 85.90 feet; thence South 22 degrees 51 minutes East 446.85 feet; thence South 18 degrees 39 minutes East 331.85 feet; thence South 6 degrees 26 minutes East 379.15 feet; thence South 23 degrees 00 minutes East 342.40 feet; thence South 39 degrees 38 minutes East 289.10 feet; thence South 29 degrees 59 minutes East 155.90 feet; thence South 33 degrees 47 minutes East 342.38 feet; thence South 30 degrees 46 minutes East 259.05 feet; thence South 24 degrees 47 minutes East 308.60 feet to a corner with the Lambert land; thence North 49 degrees 33 minutes East 1612.73 feet to a beam stone north of fence corner; thence North 87 degrees 37 minutes East 3,933.17 feet to the point of BEGINNING, containing 378.17 acres, more or less, and shown on map prepared by Lucy M. Johnson, M.S., based on survey completed November 3, 1967, entitled "W. C. Tyson Land" and recorded in map Book 8, page 33, Moore County Registry.

A portion of the foregoing tract having been conveyed to W. C. Tyson by deed from Samuel Lord, Jr. Ruftee, recorded in Book 72, page 501, and by deed from Nancy M. Irby et al. recorded in Book 2, page 305, Moore County Registry, and the remainder having been conveyed to W. C. Tyson by deed from Eli F. Craven recorded in Book 306, page 294, and by deed from C.A. Craven and wife recorded in Book 306, page 293, Moore County Registry, the title thereafter vesting in Mrs. Tyson and W.A. Tyson as the heirs of W. C. Tyson who died intestate on February 27, 1927, and thereafter vesting solely in Mrs. Tyson as the heir of W. A. Tyson, who died intestate August 9, 1959.

The above tract of land was conveyed to R. K. Buchanan and wife, Martha I. Buchanan by deed from Mrs. Tyson dated January 2, 1968, and recorded in Book 306, page 320, and by deed from R. K. White et ux dated January 8, 1968, and recorded in Book 306, page 392, Moore County Registry.

THERE IS EXCEPTED from the foregoing property that certain 251.90 acres tract deeded to Ernest C. Watkins appearing in Deed Book 333, Page 252 of the Moore County Registry.

Exhibit "A"

Moore County

Jordan Timber to Jordan Two

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TRACT NO. 9055

Moore County
Chatham County

"Exhibit A" (Page 8)

FOURTH TRACT: One tract of land located in Gulf Township, Chatham County, North Carolina and more particularly described as follows:

BEGINNING at a cedar stake in the old County line and the line of Babcock Lumber Company, a corner of the J.P. Martindale lands; thence as the old County line and the line of Babcock Lumber Company, North 86 degs. 45 mins. West 8745 feet to a stake; thence North No. degs. 13 mins. West 990 feet to a stake; thence South 85 degs. 45 mins. East, 3696 feet to a stake; thence North 2 degs. 15 mins. East 1225 feet to a stake; thence as the Mashburn line, North 67 degs. 45 mins. East 3750 feet to a point where the old line intersects the center of the highway; thence as the center of the highway, the following courses: South 54 degs. 45 mins. East, 840 feet; South 40 degs. 15 mins. East, 1478 feet and South 63 degs. 30 mins. East, 1171 feet to a point in the center of the Highway (iron in line 23.6 feet from center of highway); thence as the Martindale line South 33 degs. 45 mins. West 2263.6 feet to the point of BEGINNING, containing 429.8 acres, more or less.

Exhibit "A"

Moore County

Jordan Timber to Jordan Two

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TRACT NO. 9855
Moore County
Chatham County

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"Exhibit A" (Page 4)

EXCEPTIONS - Moore County --- 348.50 Acres --- (See Deed Book 520, Page 550)
Chatham County --- 707.31 Acres --- (See Deed Book 472, Page 205)

lying and being in Deep River Township, Moore County and Gulf Township, Chatham County, North Carolina, South of North Carolina Highway 42 and West of North Carolina Secondary Road 1621 and southwest of Carhenton, were particularly described as follows:

BEGINNING at a tack set in cross tie between four (4) sixty (60) inch culverts in a branch and under the Southern Railroad tracks, being South 45 degrees 16 minutes 58 seconds West 4,913.57 feet from a P-K nail set in the centerline of the railroad tracks and Secondary Road 1621, thence with eleven (11) lines up the branch

- (1) North 32 degrees 39 minutes 07 seconds West 175.33 feet to a point,
- (2) North 37 degrees 21 minutes 30 seconds East 104.00 feet to a point,
- (3) North 9 degrees 11 minutes 30 seconds West 236.00 feet to a point,
- (4) North 16 degrees 01 minutes 30 seconds East 103.00 feet to a point,
- (5) North 55 degrees 30 minutes 30 seconds West 295.00 feet to a point,
- (6) North 65 degrees 60 minutes 30 seconds West 275.00 feet to a point,
- (7) North 15 degrees 48 minutes 30 seconds West 343.00 feet to a point,
- (8) North 34 degrees 03 minutes 30 seconds West 115.00 feet to a point,
- (9) North 79 degrees 43 minutes 30 seconds West 110.00 feet to a point,
- (10) North 18 degrees 43 minutes 30 seconds West 175.00 feet to a point,
- (11) North 11 degrees 20 minutes 31 seconds West 170.00 feet to a concrete marker found on the west bank of the branch and just north of an old round bed; thence South 60 degrees 58 minutes 07 seconds West 599.64 feet to a concrete marker found on the north side of said round bed; thence South 41 degrees 34 minutes 20 seconds West 331.49 feet to a concrete marker found; thence North 09 degrees 37 minutes 36 seconds West 869.21 feet to a concrete marker found in a flat; thence North 7 degrees 18 minutes 44 seconds East 1446.45 feet to a concrete marker found on the west side of a small ridge; thence North 02 degrees 59 minutes 20 seconds West 736.47 feet to a concrete marker found on the east side of a small ridge; thence North 0 degrees 31 minutes 39 seconds East 812.64 feet to a concrete marker found; thence North 7 degrees 17 minutes 31 seconds East 2195.40 feet to a concrete marker found and supposed to be on the Moore and Chatham County line; thence with said line North 06 degrees 20 minutes 15 seconds West 2349.60 feet to a 1 inch pipe found in a stone pile; thence North 0 degrees 30 minutes 45 seconds East 1169.56 feet to a lighter knot found in a stone pile near a fence corner with witnesses; thence South 03 degrees 25 minutes 14 seconds East 3736.90 feet to a pipe found; thence North 1 degree 50 minutes 03 seconds East 1205.02 feet to a pipe found in an old stone pile; thence North 67 degrees 56 minutes 29 seconds East 1148.54 feet to a new set 5/8 inch rebar about 2.0 feet south of a small branch, with new witnesses; thence down said branch and Line Branch with five (5) new lines:
- (1) South 36 degrees 53 minutes 27 seconds East 361.20 feet to a point,
- (2) North 06 degrees 30 minutes 37 seconds East 278.67 feet to a point,
- (3) South 20 degrees 05 minutes 05 seconds East 147.73 feet to a point,
- (4) South 62 degrees 30 minutes 10 seconds East 302.04 feet to a point,
- (5) South 35 degrees 57 minutes 54 seconds East 930.27 feet to a new set 3/4 inch rebar about 7.0 feet southwest of Line Branch; thence with three (3) new lines:
- South 34 degrees 51 minutes 30 seconds West crossing a 3/4 inch rebar in a road at 142.66 feet, continuing for a total distance of 1351.72 feet to a new set 3/4 inch rebar just north of a small branch; thence crossing the County Line.
- South 1 degree 06 minutes 10 seconds East 1960.02 feet to a new set 3/4 inch rebar in a tagging road; thence South 34 degrees 05 minutes 08 seconds East 1075.13 feet to a point in the centerline of the railroad tracks, being about 2301.09 feet southwest of the P-K nail in the intersection of said railroad and Secondary Road 1621; thence with the centerline of said railroad tracks three (3) lines:
- (1) South 44 degrees 14 minutes 26 seconds West 320.27 feet to a point,
- (2) South 42 degrees 50 minutes 52 seconds West 871.45 feet to a point,
- (3) South 32 degrees 09 minutes 04 seconds West 1403.92 feet to the beginning, containing 558.91 acres, more or less, as surveyed for Fairway Farm by James L. Wright, R.L.S., in January through June, 1984.

This being a portion of the land in the deed from P. K. Buchanan and wife, Martha L. Buchanan, to Jordan Timber & Supply, Inc dated February 16, 1981, recorded in Chatham County in Deed Book 440 at Page 696 and Moore County in Deed Book 471 at Page 743.

TRACT 9060
MOORE COUNTY

TRACT 9060

MOORE COUNTY

CARTHAGE TOWNSHIP

FIRST TRACT: BEGINNING at an iron stake at an old well on the North West side of State Road #1261, said stake being a corner of the Dowd Tract Lot #1 found in Map Book 7, page 36, Moore County Registry and running thence North 11 degs. 28 mins. 41 secs. West 512.49 feet to an iron pipe, thence with Dowd line North 42 degs. 3 mins. 44 secs. East 357.15 feet to an iron pipe in a rock pile, said pipe being a corner of the J. Newton Land and Albemarle Paper Company Land, thence with this line South 56 degs. 10 mins. 46 secs. East 1517.36 feet to an oak tree, thence South 75 degs. 12 mins. 29 secs. West 230.85 feet to an iron stake, thence with the Sullivan and Baker line South 1 deg. 5 mins. 35 secs. East 1301.96 feet to an iron stake corner of Bethlehem Church property, thence with Bethlehem Church line South 86 degs. 45 mins. 7 secs. West 65.62 feet to an iron pipe found in State Road #1261, thence with State Road #1261 North 20 degs. 53 mins. 28 secs. West 394.36 feet, thence North 39 degs. 54 mins. 35 secs. West 397.76 feet continuing with said road North 58 degs. 53 mins. 41 secs. West 180.72 feet, thence North 66 degs. 6 mins. 45 secs. West 404.37 feet, thence with said road North 73 degs. 19 mins. 50 secs. West 61.05 feet to a stake in road, said stake being a corner of Lot #3 Dowd Tract, thence with Dowd line North 11 degs. 28 mins. 41 secs. West 14.88 feet to the BEGINNING, and containing 26.953 acres, more or less.

For title reference see "First Tract" in deed from Claude D. Cagle et ux to Jordan Lumber & Supply, Inc. dated 8/23/82 recorded 8/27/82 at 12:04 PM in Book 491, Page 777, Moore County Registry.

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Exhibit "A"

Moore County
Jordan Timber to Jordan Two
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TRACT 9072
MOORE COUNTY

TRACT 9072

(Page 1 of 2)

Carthage Township

Moore County, North Carolina and more particularly described as follows:

A tract or parcel of land lying and being in Carthage Township, Moore County, North Carolina, on both sides of Highway 24 and 27 and both sides of SR 1665, more particularly described as follows:

BEGINNING at a point under the bridge which is on Highway 24 and 27 and a point in McLendon's Creek; thence up the Creek with three (3) lines South 58° 37' 09" West 481.00 feet to a point in said Creek and a point under the old bridge on old Highway 74; thence South 23° 37' 09" West 99.00 feet to a point in said Creek; thence South 42° 07' 09" West 250.80 feet to a point in said Creek; thence leaving the Creek North 71° 52' 51" West 209.89 feet to a stake; thence South 72° 22' 09" West 615.12 feet to a stake; thence North 67° 07' 51" West 287.98 feet to a stake; thence South 69° 21' 53" West 636.81 feet to a cedar fence post; thence generally with the fence North 2° 35' 45" East 2193.39 feet to a 5/8 inch galvanized pipe found on the south side of Highway 24 & 27; thence with the south side of said Highway North 58° 28' 35" West 1033.90 feet to a wood fence post on the south side of said highway; thence crossing the Highway and SR 1665, North 12° 33' 35" West 388.79 feet to a one inch pipe found in a stone pile on the north side of the old road bed; thence crossing the SR North 87° 55' 25" East 377.92 feet to an angle iron found on the south side of said SR; thence with said SR North 64° 21' 07" East 491.36 feet to a new set railroad spike set in the centerline of said SR; thence generally with an old road bed North 85° 08' 28" East 536.72 feet to a new set 3/4 inch rebar in the old road bed; thence North 42° 44' 18" East 99.00 feet to a new set 3/4 inch rebar in an old road bed; thence South 10° 13' 46" East 244.20 feet to a new set 2/4 inch rebar; thence North 47 deg. 39' 08" East 1036.00 feet to a new set 3/4 inch rebar; thence crossing said SR North 17° 22' 40" West 1680.00 feet to a 3/4 inch iron pipe found with witnesses; thence North 35° 00' 00" West 750.98 feet to a stake; thence North 44° 00' 00" West 357.72 feet to a stake; thence North 23° 30' 00" West 437.38 feet to a stake; thence North 34° 45' 00" West 295.01 feet to a stake; thence North 43° 45' 00" West 627.00 feet to a stake; thence North 44° 30' 00" West 201.30 feet to a stake; thence North 41° 00' 00" East 1894.20 feet to a stake; thence South 27° 03' 20" East 1801.69 feet to a 1 1/2 inch galvanized pipe found in a stone pile next to a lighter knot; thence South 23° 41' 35" East 2776.98 feet to a new set 3/4 inch rebar, located 55.08 feet north of said SR; thence crossing said SR South 11° 01' 58" East 3680.10 feet to a point in said McLendon Creek; thence up the Creek with three (3) lines South 34° 45' 01" West 78.41 feet to a point in said Creek; thence South 69° 07' 09" West 132.00 feet to a point in said Creek; thence North 86° 32' 51" West 948.00 feet to the beginning, containing 334.61 acres, more or less.

This being the remainder of the land in the deed from A. W. Cagle to M. G. Boyette et al dated 21 June 1932 and recorded in Deed Book 113, Page 507 and all of the land in the deed from Mary McKeithen Clegg and wife of the late W. R. Clegg to M. G. Boyette and wife, Katherine Boyette dated 6 April 1945 and recorded in Deed Book 142, Page 333, Moore County Registry.

The above described tract of land is shown on a map entitled "Survey for Jordan Lumber and Supply, Inc., Boyette Tract", drawn under the supervision of James L. Wright, Registered Land Surveyor, dated 27 February 1984 and reference is hereby made to said map for a more particular description of the tract of land hereinabove described.

THERE IS EXCEPTED FROM THE ABOVE TRACT THE FOLLOWING:

EXCEPTION 1:

1.3 Acres +- as described in deed to Ernest Haywood recorded in Book 785, Page 165.

EXCEPTION 2:

4.28 Acres +- as conveyed to Gary L. Bowles by deed recorded in Book 532, Page 929.

EXCEPTION 3:

0.14 Acres conveyed to Jerry Gland Bowles 5/31/85 (as trade for parcel in Book 532, Page 920) by deed recorded in Book 532, Page 917, Moore County Registry.

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Exhibit "A"

Moore County

Jordan Timber to Jordan Two

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TRACT 9072

(Page 2 of 2)

Moore County, North Carolina and more particularly described as follows:

Beginning at an angle iron found about 37.5 feet south of North Carolina Secondary Road 1665, the southeast corner of the Continental Can Land, Jordan Lumber & Supply, Inc. and the Lot #1 Block "C" of the Colin Spencer's Development, thence with the old line South 87 degrees 55 minutes 25 seconds West 211.79 feet to a P-K nail set in the old line and in the centerline of said Secondary Road; thence with the centerline thence (3) lines:
 (1) North 22 degrees 35 minutes 34 seconds East 33.13 feet to a P-K nail set;
 (2) North 76 degrees 33 minutes 22 seconds East 45.09 feet to a P-K nail set;
 (3) North 80 degrees 01 minutes 05 seconds East 95.12 feet to a P-K nail set, a point in the old line; thence with said line South 53 degrees 41 minutes 38 seconds East 51.34 feet to the beginning, containing 0.06 acres, more or less, as shown on a plat as parcel "B" surveyed for Jordan Lumber & Supply, Inc. and Jerry Boyles Exchange dated May 18, 1983 by James L. Wright M.S., a copy of which is attached hereto and made a part hereof by reference the same as if set out herein.

This being all of the land southeast of the centerline of Secondary Road 1665 of Lot #1 Block "C" of Colin Spencer's Development Plat Book 4, Page 148.

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Exhibit "A"

Moore County
 Jordan Timber to Jordan Two
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TRACT 9086
MOORE COUNTY

TRACT 9086
MOORE COUNTY
CARTHAGE TOWNSHIP

PRISON TRACT (also includes BRADY, A. L. ELINCHUM
and J. T. PLINCHUM TRACTS)

Lying and being in Carthage Township, Moore County, North Carolina, northwest of the Town of Carthage, and bounded as follows, viz:

BEGINNING at an iron stake and pointers in the center of an old abandoned road, Troy Parks corner, being the northeastern corner of this tract; thence S. 56 E. 30.2 chains; thence S. 40 E. 14.5 chains; thence S. 41 E. 21.5 chains; thence S. 30-45 E. 8.36 chains; thence leaving the old abandoned road S. 76-15 E. 3.32 chains; thence N. 13-30 E. 11.23 chains; thence S. 55 E. 11.61 chains; thence N. 13-30 E. 5.52 chains; thence S. 59 E. 1.02 chains; thence S. 29 E. 18.12 chains; thence S. 66 E. 15.9 chains; thence S. 0-30 W. 27.64 chains; thence S. 59 E. 0.0 chains; thence S. 37-45 E. 10.6 chains to an iron stake and pointers on the northwest edge of a State road; thence S. 21-30 W. 12.0 chains; thence S. 4 W. 5.7 chains; thence S. 9-20 W. 13.0 chains; thence S. 11-30 E. 11.34 chains; thence S. 37 E. 5.89 chains; thence N. 73-30 W. 4.0 chains; thence N. 56 W. 4.47 chains; thence N. 28-45 W. 51.0 chains; thence N. 31-45 W. 9.8 chains; thence S. 62-W 14.06 chains; thence N. 25-45 W. 26.97 chains; thence S. 41 W. 28.7 chains; thence along another old abandoned road the following courses and distances: S. 44-30 E. 3.05 chains, S. 49-45 E. 9.5 chains, S. 34-45 E. 4.47 chains, S. 23-30 E. 6.63 chains, S. 44 E. 5.42 chains, and S. 55 E. 11.53 chains to an iron stake and pointers; thence S. 76-15 W. 19.8 chains; thence N. 7-30 W. 6.30 chains; thence N. 86-30 W. 14.46 chains; thence S. 4 W. 23.05 chains; thence S. 61-45 E. 28.33 chains to an iron stake and pointers on the southeast side of the State road; thence along said side of the road S. 55-30 W. 7.46 chains; thence along the northern line of the Spencer Subdivision N. 61-15 W. 55.65 chains to an iron stake and pointers in Tracy Parks line; thence N. 15-30 W. 22.0 chains; thence N. 63-30 W. 3.41 chains to an iron stake and pointers on the bank of Richlands Creek; thence down the run of Richlands Creek N. 35-30 E. 3.8 chains and N. 21 E. 8.4 chains; thence N. 44 E. 24.5 chains to an iron stake and pointers in an old abandoned road; thence along the center line of said old abandoned road the following courses and distances: N. 34-30 W. 1.83 chains, N. 21-45 W. 5.95 chains, N. 47-30 W. 4.75 chains, N. 58-30 W. 8.62 chains to an iron stake and pointers in the center of said old abandoned road; thence N. 29 E. 5.37 chains; thence N. 57-45 W. 5.6 chains; thence N. 47-30 E. 33.65 chains; thence N. 36-30 W. 26.2 chains; thence N. 2 E. 13.7 chains; thence S. 49-30 E. 19.15 chains; thence N. 14 W. 16.6 chains to the place of BEGINNING, containing 981.0 acres according to plat by C. W. Russum, R.L.S., dated September 1950 entitled "Continental Can Company, Inc. - Colin G. Spencer, Sr. - Parson Tract 1112-339L" and recorded in Plat Book 3, Page 64, Moore County Registry. See also two deeds from Lena P. Fowler to her five children conveying the above lands, said two deeds being dated December 30, 1949 and recorded in Book 324, Pages 372 and 374, respectively, Moore County Registry.

Also all right, title and interest of Grantors in and to that easement for access to the above tract reserved in that deed from Colin G. Spencer, Jr., Trustee of the Colin G. Spencer, Sr. Family Trust, to James Newton Morgan and wife, in deed dated October 15, 1984, and recorded in Book 325, Page 472, Moore County Registry.

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Exhibit "A"

Moore County

Jordan Timber to Jordan Two

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TRACT 9087

MOORE COUNTY

CARTHAGE TOWNSHIP

TRACT 9087
MOORE COUNTYCAGLE TRACT (ALSO KNOWN AS KELLY TRACT)

LYING AND BEING in Carthage Township, Moore County, North Carolina, located on both sides of N. C. Highway #27 and being about 2-1/2 miles northwest of the town of Carthage, and bounded as follows, viz: BEGINNING at a point in the center of N. C. Highway #27 where the run of Killeets Creek flows under the bridge; runs thence S. 49-10 W. 11.88 chains; thence S. 20-50 W. 11.14 chains; thence S. 82-15 W. 7.23 chains to a point in the run of Killeets Creek; thence along the run of Killeets Creek the following courses and distances: S. 10-30 W. 2.2 chains, S. 30-30 E. 2.73 chains, S. 22-15 E. 5.0 chains, S. 19-45 E. 6.1 chains, S. 0-30 W. 3.0 chains, S. 37-00 W. 6.36 chains; N. 82-30 W. 5.4 chains; N. 78-45 W. 2.0 chains, S. 12-00 W. 2.58 chains, S. 17-15 W. 2.5 chains, S. 35-00 E. 4.55 chains, S. 63-00 E. 6.0 chains, S. 15-45 E. 2.50 chains, S. 35-30 W. 3.2 chains and S. 24-00 W. 5.0 chains to an iron stake and pointers on the bank of said Creek; thence N. 88-15 W. 20.7 chains; thence N. 2-30 E. 1.4 chains; thence N. 55-15 W. 8.9 chains; thence N. 78-00 W. 22.5 chains to an iron stake and pointers on the bank of Lick Branch; thence down the run of Lick Branch N. 41-15 W. 3.53 chains, N. 18-30 E. 4.4 chains, N. 13-00 W. 3.56 chains, and N. 13-30 E. 2.5 chains to an iron stake on the bank of the branch; thence along the line of Halifax Paper Co., N. 75-45 W. 9.23 chains and N. 9-30 W. 27.3 chains to an iron stake and pointers on the bank of McLendon's Creek; thence along the run of McLendon's Creek the following courses and distances: N. 30 E. 2.33 chains, N. 40-30 E. 2.0 chains, N. 35 N. 2.45 chains, N. 7 E. 3.0 chains, N. 28-45 W. 4.55 chains, N. 85 E. 3.8 chains, S. 68 E. 2.0 chains, N. 75-30 E. 6.0 chains, S. 16-45 E. 3.2 chains, S. 7-30 W. 4.2 chains, S. 57 E. 4.32 chains, N. 2-30 E. 3.1 chains, N. 84-15 E. 3.56 chains, S. 43 E. 2.5 chains and N. 49 E. 4.0 chains to an iron stake and pointers on the bank of said creek; thence leaving said creek N. 68-45 E. 15.75 chains; S. 69-15 E. 4.06 chains; N. 70-15 E. 9.32 chains; S. 74 E. 3.18 chains to an iron stake on the bank of McLendon's Creek; thence along the run of McLendon's Creek N. 40 E. 3.8 chains, N. 23-30 E. 1.5 chains; N. 28-30 E. 7.3 chains, S. 89 E. 6.8 chains, N. 67 E. 2.0 chains, N. 45 E. 7.0 chains, S. 40 E. 3.0 chains, N. 51 E. 3.75 chains, and S. 62 E. 4.1 chains to an iron stake and pointers on the bank of said creek; thence along Provost's line S. 26-15 W. 18.42 chains; thence along Old Plank Road S. 65-15 E. 16.0 chains to an iron stake and pointers on the bank of Killeets Creek; thence along the run of Killeets Creek S. 28-30 W. 4.77 chains to the point of BEGINNING.

EXCEPTING, HOWEVER, from the above tract a 1 acre tract, more or less, conveyed by Colin G. Spencer and wife to Luther A. Cagle by deed recorded in Book 155, Page 5, Moore County Registry, said tract being described on the plat referred to below as follows: BEGINNING at the center of the intersection of old N. C. Highway #27 and new N. C. Highway #27; thence along the center of the old Highway N. 60 W. 1.5 chains, N. 71 W. 1.5 chains, N. 75 W. 1.5 chains, N. 78-30 W. 1.5 chains, N. 83 W. 1.5 chains, N. 87 W. 1.5 chains, and N. 80 W. 1.5 chains to a point where a culvert passes under the highway; thence N. 28 E. 3.47 chains to a point in the center of the new Highway where a culvert passes under said Highway; thence along the center of the new Highway S. 57-30

E. 6.0 chains, S. 62 E. 1.5 chains, and S. 64 E. 2.50 chains to the center of said intersection.

The above tract containing a net acreage of 489.3 according to a plat by C. W. Russum, R.L.S., dated March 1938 and entitled "Continental Can Company, Inc., - Colin G. Spencer, Sr. Land - Cagle Tract; and recorded in Plat Book 5, Page 61, Moore County Registry.

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Exhibit "A"

Moore County

Jordan Timber to Jordan Two

Page 24 of 73

Tract 9087

THERE IS EXCEPTED from Tract 9087 portions of land described in a Fee Simple Deed to Department of Transportation recorded November 24, 2008 in Book 3491 Page 303, Moore County Registry.

THERE IS EXCEPTED from Tract 9087 that 20.14 acres as described in deed to Chapham Lumber Company recorded November 10, 2003 in Book 2436 Page 239, Moore County Registry.

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Exhibit "A"

Moore County
Jordan Timber to Jordan Two
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TRACT 9088

MOORE COUNTY

CARTHAGE TOWNSHIP

Tract No. 9088
Moore CountyMCNEILL TRACT

lying and being in Carthage Township, Moore County, North Carolina, on both sides of Killetts Creek, about 2 miles southwest of the Town of Carthage, and bounded as follows, viz:

BEGINNING at the confluence of Killetts Creek with Cabo Branch, said point likewise being a corner of the Deahl Tract '11, thence along the line of the Deahl tract S. 30-15 E. 5.33 chains and N. 81-30 E. 6.62 chains; thence S. 21-45 E. 16.66 chains; thence along Seawell's line S. 45 E. 22.46 chains; thence N. 79-45 E. 18.6 chains; thence along Frye's line S. 5-30 E. 19.27 chains; thence S. 38-30 W. 5.35 chains; thence S. 6 E. 3.18 chains; thence N. 17-30 W. 14.86 chains; thence S. 3-45 E. 5.45 chains; thence S. 10-30 E. 6.15 chains; thence S. 6-30 W. 5.3 chains; thence along Williamson's line S. 84-45 W. 17.46 chains; thence along Harris' line N. 78-45 W. 33.42 chains; thence N. 15 E. 3.9 chains; thence N. 72-45 E. 8.33 chains; thence N. 17-15 W. 50.33 chains to the run of Cabo Branch; thence down the run of Cabo Branch S. 87 E. 6.44 chains, N. 45 E. 3.92 chains, N. 59 E. 4.77 chains; and N. 35-15 E. 8.06 chains to the point of BEGINNING, containing 322.0 acres according to plat by C. W. Russon, R.L.S., dated January 1956 entitled "Continental Can Company, Inc. - Colin G. Spencer, Sr. Tract #112-3396 (U. S. Deahl No. 1 & McNeill Tracts)", and recorded in Plat Book 5, Page 66, Moore County Registry.

Said plat reflects a 15 foot wide access road, the center line of which runs as follows: BEGINNING at a stake in the line (the call for which is N. 87-30 W. 14.86 chains), said stake being located 3.2 chains from the westerly terminus of said line; thence crossing under a power line S. 3-45 W. 3.2 chains; thence S. 46-30 E. 2.5 chains; thence S. 59 E. 4.0 chains; thence S. 44-30 E. 4.0 chains to a point in the center of a State road.

BUT SAVING AND EXCEPTING 36.54 acres conveyed by Colin G. Spencer, Sr. and wife, Lena Spencer, to the Town of Carthage by deed dated April 4, 1964, and recorded in Book 274, Page 93, reference to said deed being had for a metes and bounds description of the property herein excepted. See Book 274, Page 99, Moore County Registry, in which Continental Can Company, Inc., conveyed to the Town of Carthage its leasehold interest in the 36.54 acres herein excepted.

Exhibit "A"

Moore County

Jordan Timber to Jordan Two

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Tract No. 9090
Moore County

TRACT-9090 Tract 9090
MOORE COUNTY
CARTHAGE TOWNSHIP

NEEDHAM TRACT (also including BARRETT TRACT #2)

Lying and being in Carthage Township, Moore County, North Carolina, on both sides of Richlands Creek, and being about 6 miles west of the Town of Carthage, bounded as follows, viz:

BEGINNING at an iron stake and pointers, corner with Frye and Kennedy, said stake being the southernmost corner of the 51.5 acre Barrett tract conveyed to Colin G. Spencer by deed recorded in Book 139, Page 447, Moore County Registry; thence along Kennedy's line N. 37-30 W. 32 chains to an iron stake and pointers on the bank of Richlands Creek; thence N. 46-30 E. 14.02 chains to an iron stake and pointers; thence N. 50 W. 39.04 chains; thence S. 41-15 N. 3:59 chains; thence N. 41-30 W. 4.15 chains; thence N. 57-45 W. 6.06 chains; thence S. 41-30 W. 11.14 chains; thence N. 71-15 W. 7.52 chains; thence N. 39-30 E. 12.67 chains; thence N. 78 S. 44.08 chains; thence N. 29-30 E. 35.53 chains; thence S. 67 E. 7.92 chains; thence along the run of Spring Branch the following courses and distances: S. 39 E. 2.5 chains; S. 72 N. 2.3 chains; S. 43 E. 3.45 chains; S. 59-30 E. 2.5 chains; S. 17 E. 4.5 chains; S. 11 W. 5.6 chains; S. 4-30 W. 3.0 chains; S. 55 E. 2.25 chains; S. 44 E. 2.0 chains; S. 19 E. 3.5 chains; S. 24-30 E. 4.25 chains; S. 67 E. 3.5 chains; S. 4 W. 2.0 chains; S. 65 E. 1.5 chains; S. 17-30 E. 2.0 chains; S. 5 W. 2.0 chains; S. 85 E. 1.25 chains; S. 14-30 E. 1.75 chains; and S. 20 E. 2.0 chains; thence S. 39 E. 12.9 chains to an iron stake and pointers on the bank of Richlands Creek; thence N. 88 E. 5.65 chains; thence S. 14-45 W. 21.73 chains; thence S. 10-55 W. 33.3 chains to the point of BEGINNING; containing 227.0 acres according to plat by C. N. Russell, R.L.S., dated February, 1950 and entitled "Continental Can Company, Inc. - Colin G. Spencer, Sr. Tract" and recorded in Plat Book 5, Page 60, Moore County Registry.

TOGETHER with all of the right, title and interest of Grantors in and to a 45 foot wide access easement conveyed to Colin G. Spencer, Jr., Trustee, and Continental Hopewell Woodlands, Inc., by Bowater North America Corporation by instrument dated March 8, 1984, and recorded in Book 517, Page 467, Moore County Registry.

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Exhibit "A"

Moore County
Jordan Timber to Jordan Two
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Tract 9090

Page 2

THERE IS EXCEPTED from Tract 9090 that 25.6 acres as described in deed to Gifford H. Fisher et ux recorded February 28, 1996 in Book 1153 Page 420, Moore County Registry.

THERE IS EXCEPTED from Tract 9090 that 17.6 acres as described in deed to Ramsey G. Fisher Trust et al recorded February 28, 1996 in Book 1153 Page 422, Moore County Registry.

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Exhibit "A"

Moore County
Jordan Timber to Jordan Two
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TRACT 9091
MOORE COUNTY

TRACT 9091
MOORE COUNTY
CARTHAGE TOWNSHIP

STEWART TRACT

Lying and being in Carthage Township, Moore County, North Carolina, being about 3-1/2 miles northwest of the town of Carthage, North Carolina, bounded as follows, viz:

BEGINNING at an iron stake and pointers on the bank of McLendon's Creek, Pressley's corner, same being the northernmost corner of this tract; thence S. 5-130 E. 6.41 chains; S. 52 E. 8.10 chains; S. 26-30 E. 11.31 chains; S. 21-15 E. 3.75 chains; S. 74-15 E. 12.9 chains; thence along C. T. Sinclair's line S. 31-45 E. 37.67 chains; thence N. 62-30 W. 6.0 chains; thence N. 50-30 W. 4.96 chains; thence S. 35-45 W. 2.1 chains; thence N. 62 W. 10.63 chains to an iron stake on the bank of McLendon's Creek; thence down the run of McLendon's Creek, a traverse line running as follows: N. 49 E. 1.75 chains, N. 61 E. 5.34 chains, N. 9 E. 3.18 chains, N. 31 E. 2.88 chains, N. 6-45 E. 3.18 chains, N. 33 W. 2.13 chains, N. 67-15 W. 4.17 chains, N. 43-45 W. 3.86 chains, N. 28-30 W. 2.13 chains, S. 77-30 E. 5.0 chains, N. 54-30 E. 4.1 chains, N. 18-30 W. 2.42 chains, N. 52-45 W. 4.45 chains, S. 43-30 W. 3.78 chains, N. 52 W. 2.00 chains, N. 47-30 E. 3.42 chains, N. 56-30 W. 2.35 chains, N. 9-15 W. 5.45 chains, N. 58 E. 4.4 chains, N. 25-30 E. 2.58 chains, N. 83-15 W. 3.72 chains and N. 41-15 E. 5.9 chains to the point of BEGINNING, containing 119.9 acres according to plat by C. W. Runnem, R.L.S., dated November 1958 entitled "Continental Can Company, Inc. - Colin G. Spencer, Sr. Stewart Tract; and recorded in Plat Book 6, Page 26, Moore County Registry.

EXCEPTIONS:

Stewart Tract 119 acres

1. This property does not adjoin a public road but there is an access road shown on plat recorded in Plat Book 6, Page 26.

TRACT 9091 & 9092
MOORE COUNTY

MOORE COUNTY

TRACT NO. 9091

CARTHAGE TOWNSHIP

SULLIVAN TRACT

Lying and being in Carthage Township, Moore County, North Carolina, about 5 miles north from the town of Carthage, and bounded as follows, viz:

BEGINNING at an iron stake in the bank of Rocky Branch, said stake a corner of Frank Clegg's land and being the westernmost corner of this tract; thence down the run of Rocky Branch N. 28-30 E. 7.82 chains, N. 55-15 E. 11.96 chains, and N. 87-30 E. 4.1 chains; thence along A. Crivins line S. 50 E. 10.54 chains; thence S. 60 E. 23.45 chains to an iron stake and pointers on the bank of McLandons Creek; thence along the run of McLandons Creek the following courses and distances: S. 53 W. 2.0 chains, N. 42 W. 2.0 chains, S. 50-30 W. 4.3 chains, S. 8 E. 2.1 chains, S. 14-30 W. 2.1 chains, S. 16-30 W. 2.61 chains, S. 48-30 E. 6.6 chains, S. 50-30 W. 2.2 chains, N. 64-15 W. 2.30 chains, S. 81 W. 3.11 chains, and S. 41-15 W. 2.6 chains to an iron stake and pointers; thence along John Kelly's line N. 58 W. 24.9 chains; thence N. 61-15 W. 6.5 chains; thence N. 62-30 W. 7.67 chains to the point of BEGINNING, containing 76.0 acres according to plat by C. W. Runsum, R.L.S., entitled "Continental Can Company, Inc. - Colin G. Spencer, Sr. - Sullivan Tract" and recorded in Plat Book 6, Page 27, Moore County Registry.

TRACT 9092

MOORE COUNTY

CARTHAGE TOWNSHIP

McHULEY TRACT

Lying and being in Carthage Township, Moore County, North Carolina, about 4 miles north of the town of Carthage, and bounded as follows, viz:

BEGINNING at an iron stake and pointers, the southwest corner of this tract, Stewart's corner; thence along Stewart's line S. 82-45 E. 16.76 chains; thence along Currie's line S. 85-15 E. 16.50 chains; thence along Cagle's line N. 6-30 E. 7.72 chains, S. 87-30 E. 16.0 chains, and N. 1-45 E. 4.49 chains; thence along McNaes line N. 65-15 W. 15.59 chains; thence N. 6 E. 22.03 chains; thence along E. L. Knight's line N. 81-45 W. 17.09 chains and N. 81-30 W. 17.12 chains; thence S. 4-45 W. 36.30 chains along Stewart's line to the point of BEGINNING; containing 125.7 acres according to plat by C. W. Runsum, R.L.S., dated November 1958 entitled "Continental Can Company, Inc. - Colin G. Spencer, Sr. McHuley Tract" and recorded in Plat Book 6, Page 31, Moore County Registry.

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Exhibit "A"

Moore County

Jordan Timber to Jordan Two

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Tract 9092

Page 2

THERE IS EXCEPTED from Tract 9092 that 1.00 acre to Donald Roy Spencer in deed recorded March 28, 2006 in Book 2997 Page 56, Moore County Registry.

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Exhibit "A"

Moore County
Jordan Timber to Jordan Two
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TRACT 9093
MOORE COUNTYMOORE COUNTY
TRACT 9093
CARBAGE TOWNSHIPMUSK-HAYWIND TRACT

Lying and being in Carbage Township, Moore County, North Carolina, about 2 miles north of the Town of Carbage and lying on both sides of the old County Home road, bounded as follows, viz:

BEGINNING at an iron stake and pointers, the northeast corner of this tract; thence S. 23-30 W. 14.6 chains; thence S. 0 0 E. 12.34 chains; thence N. 07 W. 6.54 chains; thence S. 19-30 W. 10.30 chains; thence S. 27-30 W. 7.10 chains; thence S. 14-45 W. 11.27 chains; thence N. 49-30 W. 15.21 chains; thence N. 22-15 E. 1.09 chains; thence N. 70 E. 4.05 chains; thence N. 19-30 E. 2.97 chains; thence N. 64-15 E. 4.21 chains; thence N. 21 E. 3.77 chains; thence N. 80 W. 2.1 chains; thence N. 0-15 E. 2.73 chains; thence N. 00 W. 3.2 chains; thence N. 0-15 E. 4.44 chains; thence N. 83 W. 6.46 chains; thence N. 5-45 E. 3.52 chains; thence N. 15-15 E. 4.54 chains; thence N. 60-30 W. 2.54 chains; thence S. 34-15 W. 5.34 chains; thence S. 10-15 E. 5.66 chains; thence S. 67-45 E. 2.06 chains; thence S. 22-15 W. 0.5 chains; thence N. 67-45 W. 10.96 chains; thence S. 24-15 W. 5.58 chains; thence N. 88 W. 9.94 chains; thence N. 9-30 W. 14.9 chains; thence N. 27-45 E. 32.77 chains; thence S. 63-15 E. 6.5 chains; thence S. 29-15 W. 21.20 chains; thence S. 60-30 E. 14.00 chains; thence N. 31-16 E. 11.15 chains; thence N. 31 E. 15.72 chains; thence S. 60-45 E. 22.86 chains to the BEGINNING, containing 176.3 acres according to plat by C. W. Hunsom, R.G.S. dated October 1859 entitled "Continental Can Company, Inc. - Colin G. Spencer, Dr. Tract." and recorded in Plat Book 5, Page 67, Moore County Registry.

Also all of the right, title and interest of Grantors in and to those three tracts of land conveyed to Colin G. Spencer, Jr., Trustee of the Colin G. Spencer Family Trust, by Colin G. Spencer, Jr., et al by Correction deed recorded in Book 439, Page 947, Moore County Registry, reference to said correction deed being had for an accurate description of the tracts described therein by metes and bounds.

THERE IS EXCEPTED from the above property Lots Nos. 54, 55, 56, 57 and 58 in Block "A" as shown on a survey dated December 6, 1940, by W. M. McLaughlin, Surveyor, conveyed by Colin G. Spencer, Jr., Trustee of the Colin G. Spencer Family Trust, to Garland W. Nowdy by deed dated December 17, 1969, and recorded in Book 450, Page 496, Moore County Registry.

TRACT 8094
MOORE COUNTY

TRACT 8094,
MOORE COUNTY
CARTHAGE TOWNSHIP

WILLIAMSON TRACT

Lying and being in Carthage Township, Moore County, North Carolina, on both sides of Court House Branch being about 1 mile west of the town of Carthage and bounded as follows, viz:

BEGINNING at an iron stake a short distance north of Court House Branch, Reawell's corner, the northwest corner of this tract; thence N. 65 E. 3.38 chains; thence along Hurley's line S. 73-15 E. 13.0 chains and S. 81-30 E. 1.92 chains to an iron stake near the bank of Court House Branch; thence S. 57-30 E. 13.23 chains; thence S. 0-30 W. 5.98 chains; thence N. 54-30 W. 13.1 chains; thence S. 76-30 W. 3.41 chains; thence S. 20-45 E. 3.64 chains; thence S. 64-30 E. 11.38 chains; thence S. 39 E. 3.66 chains to an iron stake on the southwest side of a State road; thence crossing the road S. 07-15 E. 2.23 chains to a monument; thence crossing the road again S. 0-30 W. 8.82 chains; thence N. 60-30 W. 2.85 chains; thence N. 60 W. 2.26 chains; thence N. 68-30 W. 10.83 chains; thence S. 21-30 W. 3.75 chains; thence N. 70-15 W. 20.05 chains; thence N. 80-30 W. 1.65 chains; thence N. 0-30 E. 20.84 chains to the BEGINNING, containing 60.2 acres according to plat by C. W. Russum, R.L.S., dated January 1950 entitled "Continental Can Company, Inc. - Colin G. Spencer, Sr. Tracts 1112-1391 (Williamson Tract); and recorded in Plat Book 5, Page 62, Moore County Registry.

BUT SAVING AND EXCEPTING from the above tract an easement for a sewer line 20 feet in width conveyed by Colin G. Spencer, Sr. and wife, Lena F. Spencer, and Continental Can Company, Inc., to the Town of Carthage, dated March 1, 1963 and recorded in Book 279, Page 576, Moore County Registry; reference to said deed of easement being had for an accurate description of the easement conveyed.

For chain of title to the above tracts of land see Short Lease Agreement from Colin G. Spencer, Sr. and wife, Lena F. Spencer, to Continental Can Company, Inc., dated February 25, 1959, and recorded in Book 230, Page 346, Moore County Registry. See also Deed in Trust from Lena F. Spencer, et al. to Colin G. Spencer, Jr., Trustee, dated December 23, 1974, and recorded in Book 390, Page 308, Moore County Registry.

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Exhibit "A"

Moore County
Jordan Timber to Jordan Two
Page 33 of 73

TRACT 9095
MOORE COUNTY

TRACT 9095
MOORE COUNTY
CARTHAGE TOWNSHIP

SHAW TRACT

Lying and being in Carthage Township, Moore County, North Carolina, on both sides of Crawley Creek, being about 4 miles north of the Town of Carthage, North Carolina, and bounded as follows, viz:

BEGINNING at a stake and pointers on the bank of Crawley Creek, near the confluence of Crawley Creek and East Crawley Creek; thence S. 42 E. 5.4 chains; thence S. 47 E. 5.0 chains; thence S. 1-15 W. 9.56 chains; thence S. 87 E. 9.9 chains; thence S. 78 E. 15.0 chains; thence S. 11 W. 10.2 chains; thence S. 86 W. 11.45 chains; thence S. 7-45 N. 6.45 chains; thence N. 87-30 W. 11.6 chains; thence S. 2 W. 5.0 chains; thence N. 88 W. 5.5 chains; thence S. 22-30 E. 29.07 chains; thence S. 80 W. 10.0 chains; thence S. 10-30 E. 17.95 chains; thence S. 58-45 W. 10.0 chains; thence S. 75-15 W. 5.9 chains to an iron stake and pointers on the bank of Crawley Creek; thence down the run of Crawley Creek the following courses and distances: N. 43 E. 2.20 chains, N. 26 E. 2.08 chains, N. 17 E. 2.70 chains, N. 1-30 E. 1.98 chains, N. 5-30 E. 2.88 chains, N. 76 W. 2.58 chains, N. 52 W. 3.60 chains, N. 54 W. 1.30 chains, N. 23-30 W. 2.42 chains, N. 7-30 W. 1.82 chains, N. 69 W. 2.14 chains, N. 39-30 W. 2.71 chains, N. 11-30 W. 2.74 chains, N. 67 W. 2.26 chains, N. 4-30 W. 3.1 chains, N. 4 E. 2.26 chains, N. 35-30 W. 3.67 chains, N. 10 W. 3.75 chains, N. 1-30 E. 4.0 chains, N. 74 E. 4.5 chains, N. 7 E. 4.6 chains, N. 22-30 E. 6.0 chains, N. 8 E. 3.0 chains, N. 40 E. 4.5 chains, N. 30 E. 3.2 chains, N. 37 E. 4.0 chains to an iron stake and pointers on the bank of said creek; thence N. 64-15 W. 31.86 chains; thence N. 33-45 E. 17.66 chains; thence S. 78-30 E. 28.75 chains to the point of BEGINNING, containing 251.0 acres according to plat by C. W. Russum, R.L.S., entitled "Continental Can Company, Inc. - Collin G. Spencer, Sr. land & Shaw Tract" and recorded in Plat Book 5, Page 60, Moore County Registry.

TOGETHER with the access easement referred to in that deed from T. N. Fields, widower, to Collin G. Spencer, said deed being dated July 19, 1946, and recorded in Book 131, Page 179, Moore County Registry.

Tract 9095

Page 2

THERE IS EXCEPTED from Tract 9095 that 6.93 acres to Elizabeth Jane Henderson as described in Deed Book 2453 Page 195, Moore County Registry.

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Exhibit "A"

Moore County
Jordan Timber to Jordan Two
Page 35 of 73

TRACT 9097
MOORE COUNTYMOORE COUNTY
Between & Deep River TownshipsTRACT NO. 9097
MUSH-FIELDS TRACT 11

(Page 1 of 3)

lying and being in Diktors and Deep River Townships, Moore County, North Carolina, about 7 miles north of Carthage, and bounded as follows, viz:

beginning at an iron stake in a public road, being a corner of the 8 acre tract conveyed by John Dowdy, widower, to Colin G. Spencer by deed dated November 20, 1952 recorded in Book 173, Page 454, Moore County Registry; runs thence N. 74-30 W. 3.5 chains; thence N. 20 E. 4.2 chains; thence N. 67-45 W. 20.5 chains; thence N. 10-45 E. 13.5 chains; thence N. 57 W. 20.4 chains; thence N. 20-15 W. 23.42 chains; thence S. 37 W. 2.58 chains; thence S. 40 W. 2.55 chains; thence N. 60-30 W. 29.8 chains; thence N. 67-30 W. 16.7 chains; thence N. 70 W. 1.05 chains; thence N. 40 W. 2.55 chains; thence N. 60-30 W. 43.72 chains to an iron stake near a spring; thence N. 5 W. 4.68 chains; thence S. 85 E. 11.1 chains; thence S. 80-45 E. 3.0 chains; thence S. 72-45 E. 20.5 chains; thence S. 55-30 E. 3.3 chains; thence N. 44-30 E. 3.5 chains; thence S. 30 E. 1.45 chains; thence S. 30 W. 4.44 chains; thence N. 82 E. 4.5 chains; thence S. 0-15 W. 1.4 chains; thence S. 46-45 E. 3.14 chains; thence S. 41-40 E. 9.33 chains; thence N. 62-15 E. 19.44 chains; thence N. 46 E. 10.0 chains; thence along run of branch S. 65 E. 7.7 chains; S. 14-30 E. 4.50 chains; N. 69 E. 5.6 chains; S. 27 E. 6.5 chains; S. 46 E. 6.0 chains; S. 48 E. 9.5 chains; S. 4 E. 3.0 chains; thence S. 6-30 W. 3.36 chains; thence S. 21 E. 6.06 chains; thence S. 40-45 E. 10.9 chains; thence S. 49-15 E. 2.23 chains; thence S. 3-30 W. 4.5 chains; thence S. 46-45 W. 4.98 chains; thence S. 54 E. 5.58 chains; thence S. 76-30 E. 10.42 chains; thence S. 72-30 E. 1.7 chains; thence N. 19 E. 13.39 chains; thence N. 23-40 E. 2.5 chains; thence N. 34-45 E. 0.56 chains; thence S. 18-30 E. 11.8 chains; thence N. 44-10 E. 3.6 chains; thence N. 40-30 E. 22.4 chains; thence S. 23-30 W. 27.54 chains; thence S. 23 W. 8.72 chains; thence S. 21 W. 3.9 chains; thence S. 22-30 E. 30.30 chains; thence S. 59 E. 3.68 chains; thence S. 63 E. 4.73 chains; thence S. 48-50 W. 15.15 chains to the point of beginning containing 163.7 acres according to plat by C. W. RUSSELL R.L.S., dated April 1959 entitled "Continental Gum Company, Inc. - Colin G. Spencer, Sr. Tract - Fields Tract" and recorded in Plat Book 5, Page 63, Moore County Registry.

Exhibit "A"

Moore County

Jordan Timber to Jordan Two

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TRACT 9092

JOHN JORDAN

CARBON TOWNSHIP

(Page 2 of 3)

MUSE-FIELDS TRACT 17 (Also known as GRANT TRACT)

Lying and being in Carthage Township, Moore County, North Carolina, northwest of the town of Carthage, and bounded as follows, viz:

BEGINNING at an iron stake to the fork line the southwest corner of this tract; thence N. 22-45 E. 8.55 chains to an iron stake; thence S. 63-45 E. 20.6 chains to an iron stake; thence S. 24-15 W. 7.23 chains to an iron stake; thence N. 55-45 W. 19.8 chains to an iron stake; thence N. 67-30 W. 10.65 chains to the point of BEGINNING, containing 17.5 acres according to plat by C. W. Russum, R.L.S., dated November 1958 entitled "Continental Can Company, Inc. - Colin G. Spencer, Sr. - Grant Tract" and recorded in Plat Book 4, Page 24, Moore County Registry.

DAYES TRACT

Lying and being in Deep River Township, Moore County, North Carolina, about 5 miles north of Carthage, and bounded as follows, viz:

BEGINNING at an iron stake just west of the Cole's Mill Road, and runs thence N. 27-15 E. 25.63 chains to an iron stake and pointer on the bank of King Branch; thence up the run of said branch N. 89 W. 1.29 chains, S. 86-30 E. 3.50 chains, S. 69-30 E. 1.53 chains, N. 40-15 E. 46 chains, S. 76-30 E. 2.51 chains, and S. 79 E. 1.62 chains to an iron stake and pointer on the bank of said branch; thence S. 23 W. 24.75 chains to an iron stake and pointer; thence N. 84-15 W. 13.95 chains to the point of BEGINNING, containing 57.0 acres according to plat by C. W. Russum, R.L.S., dated October 1958 entitled "Continental Can Company, Inc. - Colin G. Spencer, Sr. Tract" and recorded in Plat Book 5, Page 30, Moore County Registry.

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Exhibit "A"

Moore County

Jordan Timber to Jordan Two

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Tract 9097

(Page 3 of 3)

THERE IS EXCEPTED from Tract 9097 that 0.84 acre as described in deed to Fred L. Brown et al recorded December 31, 2002 in Book 2152 Page 516, Moore County Registry.

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TRACT 9098
MOORE COUNTY

TRACT 9098
MOORE COUNTY
RITTERS TOWNSHIP

HASTY TRACT (ALSO KNOWN AS CINESTNUT BIRCH TRACT)

lying and being in Ritter's Township, Moore County, North Carolina, about 11 miles north of the Town of Carthage, and bounded as follows, viz:

BEGINNING at an iron stake, Thompson's corner in Warren's line; run thence along Thompson's line N. 4-E 25.35 chains; thence along Swaville's line S. 06-15 E. 4.8 chains, N. 46-30 E. 4.79 chains, N. 51-45 E. 5.16 chains, and N. 70-45 E. 29.60 chains; thence along A. L. Johnson's line S. 19-30 E. 2.50 chains to a point in the center of the State Road; thence along the center of said road S. 86 W. 4.94 chains and S. 41-20 W. 14.0 chains; thence leaving the road S. 51-45 W. 10.44 chains; thence S. 9-45 W. 6.01 chains; thence S. 15-30 W. 2.45 chains; thence N. 86 W. 3.05 chains; thence S. 7 W. 7.47 chains; thence S. 3-45 W. 2.05 chains; thence S. 86-45 E. 4.7 chains to a point in the center of said road; thence S. 7-30 W. 2.38 chains; thence N. 85-15 W. 18.0 chains to the point of BEGINNING, containing 66.7 acres according to plat by C. W. Ruseum, R.L.S., dated November 1958 entitled "Continental Can Company, Inc. - Colin G. Spencer, Sr. - Hasty Tract 1112-3396" and recorded in Plat Book 6, Page 29, Moore County Registry.

LESS AND EXCEPTING:

Being the approximately 0.05 acre portion of the Hasty Tract described in

Deed Book 607, Page 121 of the Moore County Registry which lies east of

the right-of-way of Putnam-Gleendon Rd.

And being the property conveyed by Jordan Timberlands, Inc. to

John Stuart Rowley and wife, Emily Marie Rowley in Book 4957, Page 309, Moore County Registry.

Exhibit "A"

Moore County

Jordan Timber to Jordan Two

Page 39 of 73

TRACT 0102
MOORE COUNTYPARCEL #9102

Carthage Township, Moore County, North Carolina.

Beginning at an iron stake beside a lightwood stake in a drain with pointers as shown on the map hereinafter referred to, and also being the common corner of the lands of Catawba Timber Company, Ross Tyson, the 6.25 acre tract described in Book 234, page 42, Moore County Registry, and the 35.8 acres described in Book 210, Page 225, Moore County Registry, all of which are shown on said map, and running thence with said Tyson Tract; South 27° 17' West, 660 feet to an iron stake; thence North 61° 43' West, 165 feet to an iron stake; thence North 27° 17' East, 330 feet to an iron pin; thence North 61° 43' West 495 feet to an iron pin near a large oak tree; thence North 27° 17' East, 330 feet to an iron pin; thence South 61° 43' East 660 feet to an iron stake, the beginning point; thence North 33° 1.5' East, 652.21 feet to an iron pin; thence South 83° 13.7' East, 329.33 feet to an iron pin; thence as the run of Duck Branch, South 73° 7.3' East, 208.22 feet; North 77° 22.3' East, 209.84 feet and South 78° 15.2' East, 135.23 feet to an iron bar, maple pointers on north bank of Duck Branch; thence North 10° 28.3' East, 361.74 feet to iron pin in rock pile; thence South 67° 10.7' East, 614.93 feet to an iron pin about one foot west of a fence and hickory pointers; thence South 24° 36' West, 264 feet to an iron pin; thence South 48° 38' East, 1108.46 feet to an iron pin on Southeast bank of Rocky Branch; thence as the run of Rocky Branch in a southwest direction approximately 1600.90 feet to an iron pin on the northwest bank of Rocky Branch; thence North 54° West 456.01 feet to an iron pin, dogwood and oak pointers; thence North 52° 45' West, 1295.91 feet to the point of beginning, containing 62.85 acres, and comprised of three tracts of land of 6.25 acres, 20.8 acres, and 35.8 acres.

The above description is taken from a map of said land entitled "Map for Charles Atkins" dated April 11, 1980, by C. H. Blue and Associates, which map is recorded in Flat Cabinet 2, Slide 76, Moore County Register of Deeds Office.

The Grantor hereby conveys and assigns to grantee the right of ingress and egress on that 15-foot easement from State Road No. 1646 to the property above described, said easement being shown and described on a map by C. H. Russum, RLS, recorded in Map Book 6, Page 27, Moore County Registry.

Derivation: Being that same property conveyed to Boise Cascade Timberlands-Southeast by deed recorded in Book 463, Page 67, Registry of Deeds for Moore County, North Carolina.

Derivation: Being that same property conveyed to Boise Cascade Corporation by Boise Cascade Timberlands-Southeast by deed dated October 14, 1988, and recorded November 28, 1988, in Book 00635, Page 00337, Registry of Deeds for Moore County, North Carolina.

Exhibit "A"

Moore County

Jordan Timber to Jordan Two

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TRACT 9112
MOORE COUNTY

TRACT 9112

JORDAN LUMBER & SUPPLY, INC.

certain lot or parcel of land situated in the City of ~~Sheffield~~ ^{Sheffield} Township,
Moore County, North Carolina and more particularly described as follows:

Being that 63 acres tract more particularly described on the map prepared by
Thomas J. Fields, ELS-2906, on November 5, 1990, entitled, "Jordan Lumber and Supply,
Inc.-The Onie Morgan Tract near H.C. Secondary Road 1403, Sheffield Township,
Moore County, North Carolina", the original of which map is recorded in Plat
Cabinet 5 at Slide 7 in the office of the Register of Deeds of Moore
County, N.C., to which reference is made for a detailed description.

For title reference see Deed Book 250, Page 263, Moore County Registry.

There is also conveyed a right of way for ingress and egress more particularly
described in Book 181, Page 465.

Exhibit "A"

Moore County
Jordan Timber to Jordan Two
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TRACT 9113
MOORE COUNTY

PARCEL #9113

certain lot or parcel of land situated in the City of Sheffield Township,
Moore County, North Carolina and more particularly described as follows:

Beginning at a stake in the mouth of the flat ground branch two dogwood pointers, running thence down grade Wolf Creek one chain, and 25 links to Peter Hara line by stake by two white oak pointers; thence as said line South 30 E. 6 chains to a stake in the run of the east field branch red oak, maple, ash pointers, beginning corner of one hundred and fifteen acre survey granted Jotaul to Ruben Gresham; thence as it S. 30 E. 32 chains and 60 links to a stake by two red oak and a pine on David Alison's line; thence as his line S. 13 chains to Alison's corner, thence as Alison's other line W. 31 chains to Neill McLeod's line; thence as it N. 24 W. 27 chains to his corner; thence down the various courses of the aforesaid flat ground branch to the beginning containing one hundred and seventeen acres, more or less.

There is also conveyed that thirty (30) feet wide easement described below:

A tract or parcel of land lying and being in Sheffield Township, Moore County, North Carolina, being a 30 foot strip of the Webster Davis property located along North Carolina Secondary Road 1403, more particularly described as follows:

BEGINNING at a 3/4 inch iron pipe found at the southeast corner of the Onnie Morgan Tract (Deed Book 329 Page 39) and a common corner with the Maulah Parks property (Deed Book 127 Page 69), being S 63°11'13" W 449.75 feet from a 19 inch dead hickory tree, another common corner between the Onnie Morgan Tract and the Maulah Parks property, thence a line with the Parks property and continuing with the H.A. Freeman property (Deed Book 127 Page 59)

S 82°51'05" W crossing an axle next to an iron fence post at 1462.36 feet, said axle being a common corner between Webster Davis and H.A. Freeman, and continuing for a total distance of 1548.64 feet to a point in the center of North Carolina Secondary Road 1403, being N 17°27'53" E 3136.46 feet from the intersection of North Carolina Secondary Road 1403 with North Carolina Secondary Road 1002, also being N 14°03'17" E 10.06 feet from a railroad spike in the center of North Carolina Secondary Road 1403; thence a line with the center of said road

N 14°03'17" E 32.18 feet to a point in the center of North Carolina Secondary Road 1403; thence a new line across the Webster Davis property

N 82°51'05" E 1513.96 feet to a point in the common boundary line between Webster Davis and the Onnie Morgan Tract, being S 44°40'36" E 258.17 feet from a 3/4 inch iron pipe in the Davis line; thence a line with the Davis and Morgan line

S 44°40'36" E 37.83 feet to the BEGINNING, containing 1.05 acres, more or less, as shown on a survey by Thomas J. Fields, ALS-2906.

Exhibit "A"

Moore County

Jordan Timber to Jordan Two

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TRACT 9130
MOORE COUNTYTract 9130 Page 1
MOORE COUNTY, CARTHAGE TOWNSHIP
Exhibit A

Tract 1 --

All that certain lot, tract or parcel of land in Carthage Township, Moore County, North Carolina, situated about four miles northwest from the Town of Carthage, and adjoining lands owned or formerly owned by Mrs. Jane Sears Doyd, Jessie L. Sullivan, L. G. Cookman, John Densley, and others, and State Highway No. 27 from Raleigh to Charlotte and being particularly described as follows:

Beginning at a stake in an old Road on the north side of Highway #27, running thence N. 00 W. 860 feet to a stake north of the highway; thence N. 75 W. crossing the highway 1980 feet to a stake and rocks on the south side of the highway; thence N. 20 E. 66.6 feet to the center of the highway; thence S. 46 W. 1850 feet to a stake in a branch, gum pointers; thence down the various courses of the branch N. 40 W. 1150 feet to a stake in the branch; thence S. 261 W. 1188 feet to a stake in a drain; thence N. 38 W. 959 feet to a stake; thence S. 24-15 W. 1358 feet to a stake; thence S. 39 W. 264 feet to a stake; thence S. 37 W. 1237 feet to a stone; thence N. 20 W. 1518 feet to a stake; thence S. 50 W. 561 feet to a stone; thence S. 45 E. 1452 feet to a stone; thence S. 45 W. 231 feet to a stone; thence S. 10 E. 1221 feet to a stone; thence N. 84 E. 231 feet to a stone in a branch, pine pointers; thence S. 20 E. 491 feet to a stake, maple and dogwood pointers; thence S. 30 E. 726 feet to a stake on the bank of McLondon's Creek, iron wad, sweet gum and white oak pointers; thence down the various courses of the creek S. 72 E. 208 S. 55 E. 300 S. 70 E. 236 feet S. 15 W. 283 feet S. 61 E. 260 feet to the mouth of a ditch, running in to the creek from the south; thence leaving the creek S. 13 W. 660 feet to a stake; thence S. 11-30 W. 1870 feet to a stone; thence N. 71 E. 469 feet to a stake; thence S. 80 E. 459 feet; thence N. 75-15 E. 1500 feet to a stone; thence S. 13-10 E. 1397 feet to a stone; thence N. 76 E. 2360 feet to Lick Branch; thence down the various courses of said branch N. 75 E. 264 feet to an iron stake, gum pointers, a corner of Goodwin's Bears Land N. 15 E. 205 feet to a stone N. 35 E. 427 feet to a rock on the bank of Lick Branch in the old Salisbury Road, a corner of Lang's land; thence S. to branch N. 20 E. 630 feet N. 3 W. 362 N. 72 W. 186 E. 21 W. 122 N. 47 W. 187 feet N. 1 E. 700 feet N. 10 E. 1150 feet to Spencer's corner of the Cagle farm N. 41 W. 250 feet N. 15 E. 330 feet N. 330 feet to Spencer's other corner; thence leaving the branch N. 761 W. 500 feet to a stone; thence N. 11 W. 1837 feet to the bank of McLondon's Creek; thence down the various courses of the creek S. 132 feet N. 30 E. 235 feet N. 38 W. 120 feet N. 36 W. 492 feet S. 67

Exhibit "A"

Moore County

Jordan Timber to Jordan Two

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Moore County, Carthage Township

E. 373 feet N. 33 E. 135 feet N. 76 E. 250 feet to Beasley's corner; thence leaving the creek N. 16 W. 231 feet N. 61 W. 116.5 feet N. 0 W. 331 feet N. 20 E. 511.5 feet to a rock; thence N. 68 E. 683 feet to a stake; thence N. 50 W. 518 feet to a stake, maple pointers; thence N. 16 W. 1132 feet to the beginning, containing 1163 3/4 acres, more or less.

Saving and excepting from Tract 1 the following described properties, to wit:

Exception 1 -- All that certain tract or parcel of land lying and being situate in Carthage Township, Moore County, North Carolina, more particularly described as follows: Beginning at a point on the North side of Highway No. 27 at the Southwest corner of the Hoyette property; running thence along the Hoyette line N. 14° W. approximately 103 feet to the Ferson property; thence along the Ferson line N. 80° W. approximately 957 feet; thence N. 75° W. approximately 1118 feet to the North side of said Highway 27; thence along the North side of said Highway 27 S. 83° E. 300 feet; thence S. 78° 30' E. 1466 feet to the point of beginning; the same containing 8.2 acres, more or less, and being that portion of the Binneywood Tract of land lying and being on the North side of said Highway No. 27; and being a part of the identical real property conveyed unto the said party of the first part by deed of Orla J. Cagle, et al, dated March 18, 1946, recorded in Book 143 at page 48, Moore Public Registry, reference to said deed being hereby made for greater certainty of description.

Exception 2 -- All that certain tract or parcel of land lying and being situate in Carthage Township, Moore County, North Carolina, more particularly described as follows: Beginning at a point in the H. Arnold Jackson property line which said point is N. 14° W. 716 feet from an iron stake on the South side of North Carolina Highway No. 27, said stake at said highway being a common corner for the Binneywood tract of land owned by Halifax Paper Company, Inc, and the property of H. Arnold Jackson; running thence along a new made line S. 28° E. 507.8 feet to an iron stake in said Jackson line; thence along said Jackson line N. 60° E. 515.8 feet; N. 71° E. 208.2 to an iron stake; thence continuing along said Jackson line N. 55° W. 276 feet; N. 55° W. 237 feet to the point of beginning; said tract containing 3.3 acres, more or less and being approximately triangular in shape and being a portion of the Binneywood Tract of land conveyed unto Halifax Paper Company, Inc, by deed of Orla J. Cagle, et al, dated March 18, 1946, recorded in Book 143 at page 48, Moore Public Registry.

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Exhibit "A"

Moore County
Jordan Timber to Jordan Two
Page 45 of 73

9130- Page 3

EXEMPTION 3:

All that certain tract or parcel of land lying and being situate in Carthage Township, Moore County, State of North Carolina, known as the Person tract, and being more particularly described as follows:

Beginning at a point on the south side of Highway No. 27 at or near the Northwest corner of the Pennywood tract of land owned by Halifax Paper Company, Incorporated; running thence along the line of the Pennywood tract N. 20° E. 100 feet; thence S. 78° E. approximately 600 feet to said Highway No. 27; thence along said Highway No. 27 in a westerly direction approximately 675 feet to the point of beginning; the same containing 1.3 acres, more or less, and being that portion of the Person land lying on the south side of said Highway No. 27; and which lies immediately to the north of the Northwest corner of the Pennywood tract.

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Tract 9130

- Page 4

THERE IS EXCEPTED from Tract 9130 all property lying on the West side of the creek, which runs through this tract. The approximate net acreage is 529.

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TRACT 9131
MOORE COUNTY

TRACT NO. 9131

In Greenwood Township, Moore County, North Carolina

A tract or parcel of land in Greenwood Township, Moore County, North Carolina, adjoining the lands now or formerly owned by R. N. Whitaker, Mrs. Nowie, the heirs of C. G. Wadsworth and others, described by metes and bounds as follows:

BEGINNING at a stake on the east side of a small branch, the beginning corner of Lot No. 1; and running thence at its line N. 11 W. 17 chains to a stake in the center of the Cotton Road; second corner of Lot No. 1; thence as said road N. 66 W. 8 chains and 90 links to a stake in the center of said road, a corner of Lot No. 3; thence S. 29 chains and 75 links to a stake and pointer in the line of C. G. Wadsworth heirs; thence S. 43 E. 15 chains to a stake, pine and post oak pointers; thence N. 87 E. 6 chains and 60 links to a stake and pointer; thence N. 14 W. 21 chains to the beginning, containing 41.3 acres, more or less, as shown by a plat drawn by J. Chandler Baker, Registered Surveyor, June 15, 1954; the same being Lot #2 in the division of the R. N. Yow lands.

The aforesaid property was conveyed to Halifax Timber Company by deed dated October 27, 1967 recorded in Book 304, at Page 573, in the office of the Register of Deeds of Moore County.

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Exhibit "A"

Moore County
Jordan Timber to Jordan Two
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TRACT 9132
MOORE COUNTY

TRACT NO. 9132

In Carthage Township, Moore County, North Carolina

All of that certain tract and parcel of land lying and being in Carthage Township, Moore County, North Carolina, adjoining the lands now or formerly belonging to H. T. Cobb, W. B. Kelly, Whitaker, Dunlap and others and more particularly described by notes and bounds as follows:

BEGINNING at an iron stake on or near the public road in the line of Dunlap; thence crossing said road with the line of W. B. Kelly, N. 34 deg. West 20.12 chs. to an iron stake; thence re-crossing said road and continuing along the line of Watson N. 83 deg. E. 31.75 chs. to a stake, dogwood and maple pointers; thence S. 13 deg. W. 4.8 chs.; thence S. 48 deg. E. 17.75 chs. to a stake and maple pointers; thence crossing a road and continuing along the line of Cobb, N. 31 deg. E. 24 chs. to a stake, oak pointers; thence along the line of Whitaker and Dunlap N. 83 deg. W. 27 chs.; thence along the line of Dunlap N. 84 deg. W. 22.20 chs. to the point and place of beginning containing 101 acres, more or less; and being the same and identical tract of land conveyed to S. T. Hall and wife Ruth A. Hall by Glenn R. Elliott and wife Doris R. Elliott under deed dated January 18, 1921 and recorded in the Moore County Registry in Deed Book 260 on page 168 to which record reference is hereby made,

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TRACT 9134
MOORE COUNTY

PARCEL 49134

JORDAN LUMBER & SUPPLY, INC.

Lying and being in Deep River Township,
Moore County, North Carolina, more particularly
described as follows:

Beginning at John Vick's corner and running thence S. 37
E. 5.37 chains to a stake, white oak; pine and post oak
pointers; thence N. 12° E. 24.50 chains to a stake,
hickory and red oak pointers; thence S. 79° W. 18.60
chains to P. Love's and N. H. Brady's corner of an old
survey, stake, maple and hickory pointers; thence S. 12
W. 25.71 chains to a stake in John Vick's line; thence
N. 54° E. 18 chains to the Beginning, containing 35 1/2
acres, more or less, being the same land conveyed by J.
W. Brady to C. H. Harris by deed recorded in Book 48,
Page 189 and conveyed by M. D. Brady and J. W. Brady by
deed recorded in Book of Deeds 64, page 378, Moore
County Registry.

Being the same property described in a deed dated
January 2, 1952 from Colin G. Spencer and wife, Lena
Fowler Spencer to Uriah S. Dauhl, Jr. and wife,
Elizabeth S. Dauhl, recorded in Book 171, Page 356,
Moore County Registry.

For title reference see deed to Jordan Lumber & Supply, Inc. recorded
in Book 891, Page 437, Moore County Registry.

TRACT 9135
MOORE COUNTY

PARCEL #9135

JORDAN LUMBER & SUPPLY, INC.

certain lot or parcel of land situated in the City of BERSALEM Township,
MOORE County, North Carolina and more particularly described as follows:

FIRST TRACT:

Being a portion of the McDonald Gillis Grant of 125 acres, the balance being now owned by A. H. Kelly, W. K. Kelly and Evander Kelly. BEGINNING at a corner of said grant, viz: A stake, two pine pointers; thence North ten chains to a stake having a red oak pine and post oak pointers; thence East twenty chains to a stake among two post oaks and a hickory pointers; thence South ten chains to a post oak in Hector McLean's line; thence as it West twenty chains to a second corner of fifty acres containing twenty acres, more or less. And being the same land conveyed on the eighth day of March, 1938 by Margaret Kelly to Bishop Leak and Mary Jane Leak. And being the home place of the late Columbus Morgan, where he resided during his life and where his widow and children now live.

SECOND TRACT:

BEGINNING at a stake and post oak pointers; corner of land owned or formerly owned by E.B. Kelly and J.A. Cole, running thence as Kelly's line South 85 East 16.20 chains to a stake; thence North 10.00 chains to a stake; thence East 20.00 chains to stake; thence South 3.50 chains to a stake; thence East 6.30 chains to a stake; thence North 6.63 chains to a stake; thence North 65 West 17.00 chains to a stake; thence North 25 East 21.50 chains to a stake; thence North 83 West 48.00 chains to a stake; thence South 8 West 7.00 chains to a stake; thence South 18 East 40.00 chains to the beginning, containing 156 acres, more or less.

For title reference see Deed Book 902, Page 241, Moore County Registry.

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Exhibit "A"

Moore County
Jordan Timber to Jordan Two
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TRACT 9140
MOORE COUNTYPARCEL 9140

A certain parcel of land in Carthage Township, Moore County, North Carolina, USA, located at the intersection of NC Hwy 24 & 27 and NC Hwy 22, about 5 miles west of Carthage, being comprised of several tracts recorded in DB 302, P 13; DB 302 P 18; and DB 302, P 19 and a certain 21.4 acre parcel of unknown ownership at present but was part of the second tract of DB 1, P 125, dated 1844. Said 173.03 acre parcel having a boundary described as follows:

BEGINNING at a new PK nail set where the centerline of NC Hwy 24 & 27 crosses the center of Richland Creek, (said point being the northeast corner of a 1.85 acre parcel recorded in DB 302, P 13) and running thence as the road, N 65-23 W 640.28 feet to a new PK nail; thence N 18-28 W 2,476.57 feet, crossing NC Hwy 22, to an existing iron stake in the Fortson line; thence as the Fortson line, S 38-44 W 1,308.11 feet to a new iron pipe set in the centerline of the old Plank Road; thence as the old Plank Road, the following courses, S 66-17 E 193.35 feet, S 63-41 E 195.77 feet, S 51-55 E 193.66 feet, S 49-58 E 199.84 feet, S 45-41 E 187.11 feet, S 43-01 E 198.17 feet, S 42-47 E 199.07 feet, S 42-34 E 78.56 feet to a new iron pipe set in the old Plank Road, a corner with Stewart (DB 210, P 349); thence as the Stewart line, S 01-00 E 1,895.67 feet, crossing NC Hwy 24 & 27, to the center of Richland Creek; thence as the run of Richland Creek (upstream) the following courses, S 71-32 W 21.59 feet, N 66-50 W 134.42 feet, N 43-51 W 130.81 feet, N 03-51 W 48.98 feet, N 89-46 E 51.82 feet, N 28-49 W 69.78 feet, N 81-28 W 83.90 feet, N 40-28 W 114.28 feet, S 78-17 W 84.52 feet, N 51-23 W 844.63 feet, N 64-45 W 53.29 feet, S 64-26 W 73.88 feet, S 26-48 W 55.90 feet, S 51-22 W 68.97 feet, S 81-22 W 77.41 feet; N 88-17 W 80.90 feet, S 42-15 W 468.78 feet, S 31-57 W 173.07 feet, S 48-44 W 205.99 feet, S 51-20 W 184.07 feet; thence leaving Richland Creek with the line of Powdy (DB 315, P 412), S 55-21 E 842.13 feet to a new iron pipe set in an old pine stump at a forked white oak pointer; thence S 27-26 W 314.82 feet to a new iron pipe set at an existing oak pointer; thence along a painted line, S 25-46 E 1,535.88 feet to a Brown stone monument marked with a "B"; thence N 32-08 E 1,388.48 feet to an existing iron pipe; thence N 28-11 E 150.40 feet; thence N 39-48 E 264.28 feet to an existing iron pipe; thence N 25-18 E 234.85 feet to an existing iron pipe; thence N 10-30 E 180.06 feet to an existing iron pipe; thence N 27-04 E 926.81 feet to an existing iron pipe set in stones on a hill overlooking Richland Creek, (the southwest corner of the 21.4 acre "owner unknown" tract referred to above; thence as the line of said 21.40 acre tract, S 28-00 E 844.68 feet to an existing iron pipe just across a small drain; thence N 25-45 E 1,181.16 feet to an iron stake at the south bank of Kick Branch, the southeast corner of the Wood 8.21 acre tract (DB 302, P 18); thence N 20-12 W 488.68 feet to a new PK nail set in the centerline of NC Hwy 24 & 27; thence as the center of said road, N 65-26 W 595.35 feet to the BEGINNING, containing 173.03 acres, more or less, according to a survey by Carl A. Samuelson, RLS, completed 26 April, 1893,

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Tract 9140

Page 2

THERE IS EXCEPTED from Tract 9140 that 28.70 acres as described in deed to Julie H. Cozort, Trustee, recorded January 31, 1997 in Book 1241 Page 157, Moore County Registry.

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Moore County

Jordan Timber to Jordan Two

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TRACT 9142
MOORE COUNTY

TRACT 9142

JORDAN TIMBER & SUPPLY, INC.

certain lot or parcel of land situated in Bevalet Township, Moore County, North Carolina, and more particularly described as follows:

Beginning at a set iron pipe near a wire fence, said iron pipe being a common corner with J. McN. Kennedy and Paul Boone, being also located North 55 degrees 44 Mins West 1,859.17 Ft. from an existing iron stake and Control corner; thence South 32 degrees 46 Mins West (with the common line of Paul Boone in a direct line toward an existing iron stake in an old fence line near a ditch, a CONTROL CORNER located 1,111.97 Ft. from the point of beginning) to the point of intersection of said line with the center line of N.C.S.R. 1299, a Graded Road; thence generally Southwesterly with the center line of said Graded Road to the point of intersection of the center line of said road and the common line with Randy L. Boone (which common line extends from an existing iron stake in an old fence line near the ditch, a CONTROL CORNER, North 54 degrees 37 Mins West 1,478.40 Ft. to a set iron rod in the common line with Randy L. Boone and Lacy and Clara Brewer); thence along said common line of the Grantor and Boone to the said iron rod at an existing pine stake in stone with one pine pointer; thence North 33 degrees 23 Mins East 264.18 Ft. with the common line of Brewer and the Grantor to an existing iron pipe, a common corner with Williams; thence North 32 degrees 09 Mins East 223.87 Ft. across a wire fence to a set iron pipe in an old white oak stump hole; thence South 55 degrees 54 Mins East 1,473.76 Ft. to the point and place of beginning containing approximately 19.42 acres by DMD according to a "Survey for ELIAS MORGAN HEIRS" by Carl A. Samuelson III RLS No. 1-2787 dated August 7, 1989, a portion of which is attached hereto as "Exhibit 938188", and all of which is incorporated herein by reference.

This description is intended to and does convey all that property of the Grantor, as set forth in a deed from Lora B. Morgan dated Sept. 18, 1987 and filed at the Moore County Registry at Deed Book 573 Page 199, save and except that portion located South and/or East of the center line of NCSR 1299 as it exists on this date.

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Moore County
Jordan Timber to Jordan Two
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TRACT 9152
MOORE COUNTYJORDAN LUMBER & SUPPLY, INC.
Tract No. 9152

All that certain tract or parcel of land lying and situated in Sheffield Township, Moore County, North Carolina and being more particularly described as follows:

BEGINNING at a iron rebar set at the intersection of the southeast corner of the property of Robert Leon Britt and wife, Mary Leo Britt (now or formerly) as described in deed recorded in Book 336, Page 58 of the Moore County Public Registry, the southwest corner of the property described herein and the northerly line of the property of Jordan Lumber & Supply, Inc. (now or formerly) as described in deed recorded in Book 403, Page 359 of the Moore County Public Registry, and continuing along the easterly property line of the Britt property N. 05-30-52 E. 1157.16 feet to a quartz stone found; thence along the easterly property line of Charles Lee Williams and wife, Sarah Jane Williams (now or formerly) as described in deed recorded in Book 405, Page 934 of the Moore County Public Registry, the easterly property line of George Winfred Williams and Dale Williams (now or formerly) as described in deed recorded in Book 366, Page 147 of the Moore County Public Registry and the easterly property line of Winfred Williams and Dale Williams (now or formerly) as described in deed recorded in Book 327, Page 40 of the Moore County Public Registry N. 05-29-46 E. 2721.57 feet to a point in the bed of Wolf Creek and passing through a lighter knot found on the south bank of Wolf Creek at 2711.57 feet; thence along the bed of Wolf Creek the following 26 courses and distances: (1) N. 72-33-03 E. 95.04 feet to a point, (2) N. 48-30-55 E. 166.64 feet to a point, (3) N. 52-25-33 E. 50.00 feet to a point, (4) N. 87-44-46 E. 177.63 feet to a point, (5) S. 86-50-50 E. 191.07 feet to a point, (6) S. 84-45-50 E. 52.44 feet to a point, (7) N. 65-10-11 E. 75.01 feet to a point, (8) N. 77-05-58 E. 81.33 feet to a point, (9) S. 42-10-51 E. 58.44 feet to a point, (10) S. 46-11-54 W. 99.54 feet to a point, (11) S. 28-54-13 W. 112.25 feet to a point, (12) S. 14-19-51 E. 82.68 feet to a point, (13) S. 00-00-15 W. 93.80 feet to a point, (14) S. 26-51-20 E. 83.68 feet to a point, (15) S. 52-26-33 E. 83.34 feet to a point, (16) S. 10-58-56 E. 125.72 feet to a point, (17) S. 30-12-53 E. 55.22 feet to a point, (18) S. 62-03-17 E. 56.91 feet to a point, (19) N. 17-25-39 E. 40.73 feet to a point, (20) N. 50-43-33 E. 26.53 feet to a point, (21) S. 34-52-35 E. 97.40 feet to a point, (22) S. 42-24-40 E. 53.81 feet to a point, (23) S. 42-48-20 E. 81.86 feet to a point, (24) S. 81-15-12 E. 233.15 feet to a point, (25) N. 63-08-57 E. 72.35 feet to a point and (26) N. 74-34-34 E. 57.85 feet to a point located in the westerly line of the property of Tracy Eldon Hussey and wife, Calla Jewel Hussey (now or formerly) as described in deed recorded in Book 280, Page 341 of the Moore County Public Registry; thence leaving the bed of Wolf Creek and continuing along the westerly line of the Hussey property S. 06-29-57 W. 3465.53 feet to an iron rebar set in the northerly line of the property of Jordan Lumber & Supply, Inc. (now or formerly) as described in deed recorded in Book 403, Page 359 of the Moore County Public Registry and passing through stones found on the south bank of Wolf Creek at 16.00 feet; thence along the northerly line of the Jordan Lumber & Supply, Inc. property N. 81-46-49 W. 1515.16 feet to the point and place of BEGINNING and containing approximately 134.41 acres as shown on survey prepared for Baptist Retirement Homes of North Carolina, Inc. by Thomas J. Fields, RLS-2906 dated April 19-27, 1994, reference to which is hereby made.

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TRACT 9164
MOORE COUNTY

JORDAN LUMBER & SUPPLY, INC.

Tract 9164

Carthage Township, Moore County, North Carolina, and more particularly described as follows:

All the certain tract of land containing eighty (80) acres, known as the "Peter W. Cockman Place" in Carthage Township, Moore County, North Carolina, located seven miles northwest from the Town of Carthage, and now in the possession of Peter W. Cockman; bounded on the North by the lands of J. W. Seawell; on the East by the lands of Jesse Dowdy and J. R. Cagle; on the South by the lands of W. L. Cockman and Richland Creek; on the West by the lands of D. A. McDonald Estate, R. L. Burns Estate and J. W. Seawell. Said tract of land is more particularly described according to a plat made by J. L. Cole, Surveyor on January 18, 192, as follows, to-wit: BEGINNING at the center of said Richland Creek in the line of D. A. McDonald and R. L. Burns, heirs, thence North 40 degrees West 14.25 chains to a stake, John Seawell's corner; thence North 85 East 6 chains to a stake; thence North 59 degrees East 1.69 chains to a stake; thence North 35 degrees West 17 chains to a stake and pointers in the line of J. W. Seawell; thence North 54 degrees East 25 chains crossing a locust ranch to a stake; thence South 24 degrees East 10 chains to Jesse Dowdy's corner; thence South 45 degrees East 22.75 chains to Richland Creek; thence with the various course of Richland Creek South 12 degrees West 7 chains; South 75 degrees West 19.50 chains and South 60 degrees West 6.5 chains to the Beginning, a copy of said plat now being on file with the Agent of the Land Bank Commissioner at Columbia, SC.

EXCEPTION:

Being in Carthage Township, Moore County, North Carolina, and situated 0.5 mile West of S. R. 1262 and surrounded by the Johnny Dowdy land and more particularly described as follows: BEGINNING at an iron pipe, a new corner, the same being common with the Johnny Dowdy land, the same also being located North 88 degrees 18.2 West 735.26 feet from an iron pipe, a reference corner, located 20' North of the center line of Richland Creek, said iron pipe being the reference corner for the Johnny Dowdy and Felton Cockman common corner in the Jesse Dowdy line; thence from the corner in the Jesse Dowdy line, thence from the Beginning, the following courses and distances from the Johnny Dowdy land as new lines: South 52 degrees 14.7 West 414.98' to an iron pipe; thence North 15 degrees 27.8 West 514.14' to an iron pipe; thence North 76 degrees 08.6 East 286.27' to an iron pipe; thence South 31 degrees 07.9 East 362.16' to the Beginning, containing 3.40 acres, more or less, as computed by the Double Meridian Distance Method and being a portion of the Dowdy Tract described in Deed Book 471, Page 491; Moore County Registry.

For reference see Deed Book 1153 Page 269, Moore County Registry.

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Exhibit "A"

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Jordan Timber to Jordan Two

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Tract 9164 Page 2

EXEMPTION. An easement appurtenant to the hereinabove described tract or parcel of real property being an easement for ingress, egress and regress, over, across and along the existing easement in favor of Johnny S. Doudy and his wife, Janice G. Doudy, more particularly described in a deed dated February 8, 1981, appearing of record in Deed Book 471, at Page 493, and running between S.R. No. 1262 and the hereinabove described 80 acre tract or parcel of land.

RESERVATION. Grantors retain unto themselves, their heirs and assigns, an easement for ingress, egress and regress, over, across and along the easement hereinabove described and granted to the Grantee herein.

RESERVATION. Grantors reserve unto themselves, their heirs and assigns, an easement for ingress, egress and regress, over, across and along the existing dirt farm road situated upon the hereinabove described 80 acre tract

or parcel of land, 20 feet in width and running between the easement hereinabove granted to the Grantee to the Doudy family cemetery and thence to the J.C. Needham tract or parcel of land adjoining the real property hereinabove described.

RESERVATION. Grantors reserve unto themselves, their heirs and assigns, an easement for ingress, egress and regress, over and across the Doudy family cemetery as presently existing on the hereinabove described 80 acre tract or parcel of land, for the purpose of access to and use and maintenance of the said cemetery or graveyard, said graveyard having been flagged or staked to the satisfaction of the parties hereto.

SUBJECT to the right-of-way boundary of the Randolph Electric Membership Corporation distribution line situated on the hereinabove described 80 acre tract or parcel of real property.

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Exhibit "A"

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TRACT 9167
MOORE COUNTY.

Tract No. 9167

Carthage Township, Moore County, North Carolina:

BEGINNING at a stake, Ella Cole's corner, running thence S. 11.30° E 1850 feet crossing stream from spring near residence to gum stake; thence S 62°30' E 1094 feet to stake, near VanCannon Spring; N 35.00° E 1200 feet to a stake; thence S 77°00' E 420 feet; thence N 5.00° E 745 feet; S 78.00° E 280 feet; thence S 87.00° E 429 feet S 78°00' E 559 feet to iron stake; thence N 10.00° E 2442 feet to an iron stake in Crawley Creek; thence with the Creek about 1800 feet to a stake in branch; thence 225 feet to stake in branch; thence S 14°00' E 390 feet to a stake; thence N 81°00' W 700 feet to a stake; S 5.00° W 820 feet to a stake; thence S 81.00° E 428 feet to a stake; thence S 14°00' E 792 feet to a stake; thence S 85°00' W 2640 feet to the BEGINNING, containing 181 acres, more or less. For further reference see Deed Book 436, at Page 97 and Deed Book 490, at Page 346 and the Estate of Laura McDuffie Cole having Moore County Estate File 79-E-330, Subject to an easement appearing of record in Deed Book 511 at Page 773, Deed Book 616, at Page 229, Deed Book 927, at Page 333, Deed Book 956 at Page 336 and Deed Book 1095, at Page 258.

EXCEPTION: There is excepted from the tract hereinabove described that certain 48.95 acre tract devised by the will of Laura McDuffie Cole as appears in Moore County Estate File 79-E-330 and as is more particularly described as follows:

A certain tract or parcel of land in Carthage Township, Moore County, North Carolina lying on both sides of and at the end of SR 1646 about 1/2 mile east of the intersection of SR 1646 and SR 1644, described as follows:

BEGINNING at an iron pipe, oak and maple pointers about 30 yards north of SR 1646, said iron pipe being a southwest corner of Laura Cole's 181 acre tract recorded in Map Book 7, at Page 17 in the Moore County Registry; running thence from the beginning as a southwest line of Laura Cole's 181 acre tract S 60°49' E 1078.83 feet crossing SR 1646 to an iron pipe and lightwood stake, oak pointers, the common corner of Laura Cole's 181 acre tract, Williams, Battley and Continental Can Co.; thence as the common line of Laura Cole and the Continental Can Co. N 38°09' E 1163.24 feet to an iron pipe, pine pointer, the common corner of Laura Cole and Continental Can Co.; thence as a new line crossing the 181 acre tract N 84°20' W 2348.10 feet to a "7" iron and lightwood stake, pine pointer, the common corner of Cole, Cagle, Currie and William M. Barber; thence as the common line of Barber and Cole S 9°25' E 1820.94 feet to the BEGINNING, containing 48.95 acres, more or less, and being a portion of Laura M. Cole's 181 acre tract as shown on a plat recorded in Map Book 7, at Page 17 in the Moore County Registry.

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Exhibit "A"

Moore County
Jordan Timber to Jordan Two
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TRACT 9176
MOORE COUNTY

Tract 9176

In Deep River Township, Moore County, North Carolina.

Being all of Tract 1, containing 176.56 acres, more or less, as is more particularly shown on a plat entitled "Division of the J.L. Cagle Tract, Deep River Township, Moore County, NC.", prepared by Emmett S. Raynor, RLS, dated April 21, 1994 appearing of record in Plat Cabinet 5 at Slide 587 to which record reference is hereby made for a more complete description.

For title reference see Deed Book 1308 Page 193, Moore County Registry.

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Exhibit "A"

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TRACT 9189
MOORE COUNTY

Tract 9189

In Sheffield Township, Moore County, North Carolina.

Being all of Tract No. 1 containing 101.99 acres and all of Tract No. 2 containing 12.28 acres as shown on that certain map or plat entitled "Survey for Chatham Lumber Co., Tracts 1 and 2 (Arnold Kennedy Lands), Sheffield Township, Moore County, North Carolina," dated April 12, 1998, prepared by L.M. Stewart Land Surveying of Vass, NC, a copy of said map or plat being recorded in Moore County Registry in Plat Cabinet 7, Slide 388, to which reference is hereby made and incorporated herein as if as fully set forth herein.

For title reference see Deed Book 1604 Page 532, Moore County Registry.

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Exhibit "A"

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Tract No. 9201
Moore County

EXHIBIT A

Legal Description

BEING the following four parcels located in Moore County and more particularly described below:

STREET TRACT (Parcel No. 1)

Being all of a tract containing 1169.25 acres, more or less, as shown a plat thereof entitled "Street Tract" prepared by Daniel H. Gelbert, L-1194 and dated April 30, 1974 and recorded in Plat Cabinet 1, Slide 19, Moore County Registry

THERE IS EXCEPTED from the above described property that 1.566 acres described in Deed Book 3075, Page 289, Moore County Registry.

BEING all of Moore County Tax Parcel Number 868200055341

B.T. PHILLIPS TRACT (Parcel No. 2)

Being all of a tract containing 87.7 acres, more or less, as shown on a map thereof entitled "Map of Riegel Woodlands Corp Phillips Tract" and recorded in Map Book 4, Page 12, Moore County Registry.

BEING all of Moore County Tax Parcel Number 867200130939

PURVIS TRACT (Parcel No. 3)

Being all of a tract containing 46.74 acres, more or less, as shown on a plat thereof entitled "Michael G. Purvis" and recorded in Plat Cabinet 2, Slide 233, Moore County Registry.

BEING all of Moore County Tax Parcel Number 866200943663

UPCHURCH TRACT (Parcel No. 4)

Being all of a tract containing 90.00 acres, more or less, as shown on a plat thereof entitled "Upchurch Tract" and recorded in Plat Cabinet 2, Slide 230, Moore County Registry.

BEING all of Moore County Tax Parcel Number 866200913903

U5838649.1

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Exhibit "A"

Moore County

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Tract 9201

Less and Excepting:

Tract 1:

That certain tract or parcel of land lying and being in the Deep River Township, Moore County, North Carolina containing 3.804 acres, more or less, and being more particularly described as follows:

BEGINNING at the iron rod adjacent a 16" Red Oak Tree on Jordan Timberlands, Inc. west property line being the southeast corner of Vernon and Virginia Davis property and the northeast corner of Betty Jean Crisp and Mary Agnes Callaway property; thence along the east property line of the Davis property, N 7°42'20" W. 590.79 feet to an iron rod; thence N 82°16'20" E. 187.12 feet to an iron rod set on the right of way of Glendon-Carthage Road (SR 1006); thence along Glendon-Carthage Road, S 28°21'40" E. 575.98 feet to an iron rod; thence S 74°43'12" W. 393.76 feet to the point of BEGINNING, containing 3.804 acres, more or less.

This tract being a part of that certain tract described as Tract No. 9201 and being a part of the Street and Upchurch Tracts as described in Book 4002 Page 261, Moore County Registry.

Tract 2:

Lying in Deep River Township, Moore County, North Carolina and being that 0.124 of an acre parcel of land shown on the survey map entitled "Exhibit A Property for Moore County", dated May 8, 2013, prepared by Lex A. Kelly, RLS (L-1726) and as shown on map recorded in Plat Cabinet 16, Slide 13 of the Moore County Registry.

TRACT 9202
MOORE COUNTY

Tract 9202
MOORE COUNTY
TRACT NO. 11 Hancock-Baskob

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Bounded on the South by Deep River and lying on both sides of the following reader in Chatham County, N. C. Highway No. 42 and N. C. State Road No. 2303 and No. 2339. In Moore County, N. C. State Road No. 1619 and No. 1620.

BEGINNING at a concrete monument set in the South line of Lea Phillips' 100 acres, a corner with Menner and located about 100 yards West of the center of N. C. State Road No. 2303, said concrete monument further located North 9 degrees 46 mins. West 1,751.11 feet from a railroad spike in the centerline intersection of N. C. Highway No. 42 and State Road No. 2303, and running thence from the aforementioned concrete monument, the beginning corner, South 82 degrees 54 mins. East 1,702.30 feet crossing N. C. State Road No. 2303 to an iron pin in a pile of rocks (corner with Phillips and Fialde); thence with a South line of fields South 83 degrees 16 mins. East 2,311.49 feet to an iron pipe at a fence corner, a West corner of Glenman Willard; thence as the line of Willard South 9 degrees 01 min. West 776.49 feet with the fence to an iron pipe at a fence corner; thence South 81 degrees 10 mins. East 435.25 feet with the fence to an iron pipe at a fence corner; thence South 8 degrees 57 mins. West 519.00 feet with the fence to a concrete monument at a fence corner, a common corner with Willard and Hodie Powers and the Grants; thence as the West line of Powers leaving the fence and continuing South 8 degrees 57 mins. West 1,174.09 feet to a lightwood stake in a pile of rocks, the Southwest corner of Hodie Powers; thence as the South line of Powers South 83 degrees 58 mins. East 928.03 feet to an iron pipe at a fence corner, the Southeast corner of Powers and a common corner with Powers and the Southwest corner of Willard; thence as the South line of Willard South 84 degrees 06 mins. East 745.44 feet to an iron pipe in the South line of Willard, the Northwest corner of Alton Powers' 1.1-acre tract recorded in Deed Book 280, Page 600, in the Chatham County Registry; thence as the West line of the 1.1-acre tract South 8 degrees 09 mins. West 315.87 feet to an iron stake about 5 feet Southwest of a power pole and in the North right-of-way line of N. C. Highway No. 42; thence as the North right-of-way line of said highway North 66 degrees 20 mins. East 190.45 feet to a concrete monument located 30 feet North of and normal to said Highway; thence as the East line of the original Doud 48.75-acre tract crossing said Highway South 6 degrees 25 mins. West 69.85 feet to an iron pipe in the South right-of-way line of said highway, the Northwest corner of Southern Bell Telephone Company's 0.3-acre tract recorded in Deed Book 375, Page 218, in the Chatham County Registry; thence as the North line of said 0.3-acre tract and the South right-of-way line of said Highway North 65 degrees 55 mins. West 100.00 feet to an iron pipe, the Northwest corner of the said 0.3-acre tract in the South right-of-way (30' from the centerline) of said highway; thence as the West line of said 0.3-acre tract South 5 degrees 18 mins. East 150.00 feet to an iron pipe, the Southwest corner of the said 0.3-acre tract; thence as the South line of said 0.3-acre tract North 65 degrees 50 mins. East 100.00 feet to an iron pipe, the Southeast corner of the said 0.3-acre tract in the original Doud line and in the West line of the Alton Powers Tract; thence as the West line of Powers South 9 degrees 38 mins. West 709.66 feet to an iron pipe, the Southwest corner of Powers and the Northwest corner of Glenman Willard in the original Doud line; thence as the West line of Willard South 8 degrees 36 mins. West 877.58 feet to an iron pipe, the Southwest corner of Willard and the Northwest corner of Jack Brewer; thence as the West line of Jack Brewer and the East line of the original Tillman 140-acre tract South 7 degrees 45 mins. West 1,210.86 feet crossing N. C. State Road No. 2339 to an iron pipe in the Moore-Chatham County line; thence as the county line South 87 degrees 18 mins. East 1,503.11 feet crossing

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State Road No. 1610 to a concrete monument set in the equity line as the Northeast corner of the original 1,459-acre Eashob tract; thence as the East boundary of the original 1,459 Eashob tract South 0 degrees 09 mins. East 1,072.16 feet crossing N. C. State Road No. 1620 to a concrete monument set among three oak pointers; thence South 8 degrees 57 mins. East 1,450.05 feet to a concrete monument set West of a branch and North of a fence corner; thence South 81 degrees 16 mins. West 396.00 feet to a concrete monument; thence South 8 degrees 31 mins. East 773.04 feet to a concrete monument; a Northwest corner of Myrtle Chalmer; thence South 8 degrees 00 mins East 732.23 feet to a concrete monument set between a pine and oak pointer, the Southwest corner of Myrtle Chalmer; thence South 9 degrees 13 mins. East 1,450.56 feet crossing N. C. State Road No. 1619 to a concrete monument set in an extension of a North line of Harden; thence as an extension of Harden's line North 84 degrees 03 mins. East 139.90 feet to an iron pipe with pointers well marked and painted (Harden's corner); thence as a West line of the Harden tract South 6 degrees 57 mins. West 4,540.90 feet to an iron pipe on the North bank of Deep River East of the mouth of a creek emptying into Deep River; thence up Deep River the following courses and distances: North 23 degrees 29 mins. West 887.48 feet, North 51 degrees 34 mins. West 990.57 feet, North 80 degrees 29 mins. West 1,240.90 feet, North 85 degrees 34 mins. West 1,659.21 feet, North 79 degrees 04 mins. West 569.27 feet, North 10 degrees 47 mins. West 117.70 feet, North 84 degrees 56 mins. West 978.61 feet, North 83 degrees 12 mins. West 1,061.07 feet, North 84 degrees 08 mins. West 336.88 feet, South 89 degrees 34 mins. West 735.15 feet and South 87 degrees 17 mins. West 267.47 feet to a concrete monument on the North bank of the river, a corner of the Glenn Cole Hill lot; thence with the Hill lot North 15 degrees 56 mins. West 425.93 feet to a concrete monument; thence North 86 degrees 54 mins. West with the Cole Hill lot 350.78 feet to a concrete monument; thence with the Hill lot again South 13 degrees 39 mins. East 429.08 feet to a concrete monument on the North bank of the river; thence up said Deep River South 81 degrees 05 mins. West 130.72 feet and South 58 degrees 40 mins. West 995.56 feet to a concrete monument on the North bank of the river; thence leaving the river and with the Dr. L. E. Paschal line North 4 degrees 41 mins. East 2,382.74 feet crossing N. C. State Road No. 1619 to an iron stake; thence with Dr. Paschal again South 84 degrees 19 mins. East 1,206.61 feet to an iron pipe; thence with Paschal again North 5 degrees 22 mins. East 371.17 feet to an iron stake; thence continuing with Paschal North 5 degrees 22 mins. East 210.0 feet to a concrete monument; thence with Paschal again North 64 degrees 19 mins. East 210.0 feet to a concrete monument; thence with Paschal again South 5 degrees 22 mins. West 210.0 feet to a concrete monument; thence with Paschal again North 84 degrees 19 mins. West 997.36 feet to a concrete monument; thence with Paschal again North 10 degrees 39 mins. East 174.48 feet to a concrete monument in the run of Rogers Creek; thence up the run of Rogers Creek as traversed the following calls and distances: North 44 degrees 21 mins. East 291.29 feet, South 76 degrees 03 mins. East 116.08 feet, North 73 degrees 03 mins. East 255.01 feet, South 76 degrees 03 mins. East 234.44 feet, North 24 degrees 06 mins. East 252.0 feet, North 0 degrees 52 mins. East 265.74 feet, North 20 degrees 28 mins. East 375.0 feet, North 39 degrees 03 mins. West 144.93 feet, North 29 degrees 12 mins. East 327.58 feet, North 12 degrees 56 mins. East 208.23 feet, North 23 degrees 39 mins. East 361.41 feet, North 61 degrees 27 mins. East 162.35 feet, North 74 degrees 30 mins. East 403.27 feet, North 53 degrees 39 mins. East 119.39 feet, North 89 degrees 18 mins. East 159.62 feet, North 68 degrees 37 mins. East 193.63 feet North 12 degrees 36 mins. West 172.45 feet, North 38 degrees 03 mins. East 233.75 feet, North 14 degrees 21 mins. West 206.79 feet, North 08 degrees 01 mins. East 128.43 feet, North 31 degrees 37 mins. East 140.40 feet, North 30 degrees 34 mins. East 145.50 feet and North 31 degrees 19 mins. East 113.65 feet to a point in the run witnessed by an iron stake on the East bank;

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thence leaving Rogers Creek and with the Mine property line South 70 degrees 30 mins. West 1,250.83 feet to a concrete monument; thence North 2 degrees 16 mins. East 109.77 feet to an iron pipe; thence North 4 degrees 38 mins. East 219.96 feet to an iron pipe; thence North 8 degrees 11 mins. East 111.07 feet to a lightwood stake; thence South 85 degrees 07 mins. East 1,088.65 feet to the Run of Rogers Creek witnessed by an iron stake on the West bank; thence up the Run of Rogers Creek as traversed the following calls and distances: North 30 degrees 58 mins. West 412.76 feet, North 53 degrees 14 mins. West 175.44 feet, North 23 degrees 17 mins. West 183.19 feet, North 22 degrees 30 mins. East 216.15 feet, North 87 degrees 44 mins. East 77.03 feet, North 31 degrees 11 mins. East 525.09 feet, North 21 degrees 11 mins. East 430.62 feet, North 71 degrees 46 mins. East 325.92 feet, North 14 degrees 10 mins. East 319.38 feet, North 32 degrees 21 mins. East 271.65 feet, North 23 degrees 58 mins. East 174.21 feet, North 30 degrees 39 mins. East 158.63 feet and North 31 degrees 16 mins. East 190.09 feet to a point in the Run witnessed by an iron stake on the East bank and in the Moore County-Chatham County line; thence with the Moore-Chatham County line South 87 degrees 18 mins. East 754.27 feet to a concrete monument in the County line; thence leaving the County line North 08 degrees 29 mins. East with the Lane line 940.50 feet to a concrete monument; thence with Lane again North 80 degrees 48 mins. West 747.56 feet to a concrete monument; thence continuing North 80 degrees 48 mins. West 321.04 feet to an iron stake; thence with the Lane line again and beyond North 08 degrees 40 mins. East 1,780.95 feet to a concrete monument a corner with Banner; thence North 81 degrees 20 mins. West 477.50 feet crossing S. C. State Road No. 2303 to a concrete monument, a corner with Banner; thence with Banner again North 08 degrees 40 mins. East 3,046.00 feet crossing N. C. Highway No. 42 to the beginning, containing 2,400.52 acres more or less.

THERE IS EXCEPTED from the above described property that 530.31 acres as described in Deed Book 2769, Page 287, Moore County Registry, and also in that Quitclaim Deed in Book 3249, Page 525, Moore County Registry.

THERE IS ALSO EXCEPTED all lands from this tract lying within Chatham County, leaving a balance of approximately 1,264 acres.

See next page for additional exceptions.

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Jordan Timber to Jordan Two

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SAVING AND EXCEPTING FROM THE ABOVE TRACT THE FOLLOWING PARCELS.

CHATHAM COUNTY

1. M. C. White Heirs - One (1) acre parcel:

BEGINNING at an iron pin in the center of the pavement of N. C. Highway No. 42, said pin being located South 50 degrees 06 mins. East 714.62 feet from the intersection of the centerline of N. C. Highway No. 42 and N. C. State Road No. 2303, running thence from the beginning pin with N. C. Highway 42, South 52 degrees 01 mins. East 176.50 feet to an iron pin in the centerline of said Highway; thence leaving the Highway South 13 degrees 09 mins. West 272.74 feet to a concrete monument; thence North 51 degrees 58 mins. West 176.63 feet to a concrete monument; thence North 13 degrees 09 mins. East 272.74 feet to the beginning, containing one acre more or less.

The above described tract and exception having been surveyed for Federal Paper Board Company, Inc. September 9, 1976 by C. H. Blue, Registered Land Surveyor, plat of which survey entitled "Federal Paper Board Company, Inc. 'Hancock-Raskob Tract'" is recorded in Cabinet No. 1, Slide 95, Moore County Registry and Map Book 20, Page 37, Chatham County Registry.

2. Robert Marsh - One (1) acre parcel:

BEGINNING at station 96 of that certain Federal Paper Board Company, Inc. map revised October 6, 1986 and recorded in Plat Slide 86-84, Chatham County Registry showing the survey conducted by C. H. Blue, Registered Land Surveyor, thence North 08 degrees 40 mins. East 206.25 feet to station 109; thence South 80 degrees - 48 mins. East 214.50 feet to station 110; thence South 08 degrees - 40 mins. West 206.25 feet to station 111; thence North 80 degrees - 48 mins. West 214.50 feet to the beginning, being station 96.

MOORE COUNTY

1. John White, Jr. - One (1) acre parcel:

BEGINNING at station 105 of that certain Federal Paper Board Company, Inc. map revised August 8, 1986 and recorded in Plat Cabinet No. 3, Slide 246, Moore County Registry showing the survey conducted by C. H. Blue, Registered Land Surveyor, thence North 88 degrees - 38 mins. East 210 feet to station 106; thence South 01 degrees - 32 mins. East 210 feet to station 107; thence South 88 degrees - 38 mins. West 210 feet to station 108; thence North 01 degrees - 22 mins. West 210 feet to the beginning, being station 105.

2. Seven and four tenths (7.4) acre parcel lying West of Rogers Creek

BEGINNING at station 74 of that certain Federal Paper Board Company, Inc. map dated September 9, 1976 showing the survey conducted by C. H. Blue, Registered Land Surveyor thence South 70 degrees - 30 mins. West 1,250.83 feet to station 75; thence North 02 degrees - 26 mins. East 109.77 feet to station 76; thence North 04 degrees - 38 mins. East 210.96 feet to station 77; thence North 08 degrees - 11 mins. East 211.07 feet to station 78; thence South 85 degrees - 07 mins. East 1,082.63 feet to station 79; thence South 45 degrees East approximately 50 feet to the beginning, being station 74.

Leaving a balance of 2,394.32 net acres, more or less.

A plat of this tract entitled "Hancock-Raskob Tract" is recorded in Plat Cabinet 3, Slide 246, Moore County Registry, and Plat Slide 86-84, Chatham County Registry.

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THERE IS EXCEPTED from Tract 9202 all properties lying within Chatham County, leaving an approximate net acreage of 1,264.

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Tract 9315 Moore County

Being the second tract in Lot No 5 in the division of the W.R. Muse lands and being the second tract in the lot assigned to Ruby Fields, described and referred to as follows: Second Tract: Lying near Parkwood being that part of 100 acres granted to Jesse Upton in 1817, lying on the North Side of a branch as is indicated on the map of said division. Beginning at the second corner of the original 100 acre grant at or near a branch running thence North 33 chains and 84 links to a stake and pointers, thence North 52 West 24.32 chains, thence South 28 West 20 chains and 50 links to Chas Dowdy corner at the branch, thence down the various courses of said branch to the first station, containing by estimation 50 acres, more or less.

For further description of this tract of land, see the Report of Commissioners as filed in the office of Register of Deeds for Moore County on November 2, 1929 in Deed Book 107, Page 430. Also see Orders and Decrees Book 17, Pages 411 to 417 inclusive in office of Clerk of Superior Court for Moore County. See also Book 258, Page 79, Moore County Registry.

Tract 9355 Moore County

In Sheffield Township, Moore County, NC

TRACT ONE:

A tract of land located in Moore County, North Carolina, consisting of 130.125 acres +/- tract on that certain plat of survey by Cagle Surveys, Seagrove, NC title "Survey for Van Shamburger and Elizabeth Shamburger, Sheffield Township, Moore County, North Carolina, dated July 5, 1982," recorded August 2, 1982 in Plat Cabinet 2, Slide 268, Moore County Registry, to which reference is made for a more complete description and by said reference said plat is made a part hereof as if fully set out herein.

TRACT TWO:

A tract of land located in Moore County, North Carolina consisting of 81.906 acres +/- and more particularly described as Tract #3 as shown on that certain plat of survey by Cagle Surveys, Seagrove, NC title "Partial Survey and Division of Family Lands Among Family Members for JB Shamburger Heirs, Sheffield Township, Moore County, North Carolina, dated August 20, 2011," recorded September 20, 2011 in Plat Cabinet 15, Slide 450, Moore County Registry, to which reference is made for a more complete description and by said reference said plat is made a part hereof as if fully set out herein.

Tract 9356 Moore County

Lying and being in Sheffield Township, Moore County, North Carolina

Beginning at the mouth of the Persimmon branch and runs up its various courses 110 poles to a stake by cedar pt. Callicutt corner; thence with his line South & West 52 poles to a stake by P.O. & R.O. pts.; thence West 82 poles to a stake by B. jack pts.; thence North 8 East 38 poles; thence

Tract 9375 Moore County

Lying and being in Carthage Township, Moore County, North Carolina

BEGINNING on the top of the hill, east of the creek, and runs thence N 88-17-21 W 1207.80 feet; thence S 17-36-38 W 148.5 feet; thence N 80-00 W 1434.60 feet along an old fence line; thence N 1-45-35 E 760.75 feet; thence S 79-29-04 E 280.60 feet; thence S 84-22-14 E 429.00 feet with an old logging road; thence S 82-54-53 E 726.00 feet; thence N 72-08-30 E 845.65 feet; thence S 22-52-05 E 1064.17 feet to the BEGINNING, containing 45.96 acres, more or less.

There is included that certain 20 foot wide easement for ingress, egress and regress as described in Deed Book 616, Page 229.

Less and Excepting:

Being Lot No. 3, containing 13.35 acres, as more particularly described on plat entitled "Recombination Survey for Ash-Leigh Woods, LLC", recorded in Plat Cabinet 17, Slide 702, Moore County Registry.

Tract 9390
Montgomery and Moore Counties
Montgomery PIN 7588 00 42 3667
Moore PIN-None

EXHIBIT A

Lying in Biscoe Township, Montgomery County, and Bensalem Township, Moore County:

Being all that 26.31 acres, as more particularly described on plat entitled "Boundary Survey for Jordan Timberlands, Inc.", recorded in Plat Cabinet G Slide 38-B, Montgomery County Registry, and in Plat Cabinet 17, Slide 769, Moore County Registry.

Being the all the property conveyed to Jordan Timberlands, Inc. in Deed Book 810, Page 568, Montgomery County Registry and Book 5001, Page 500, Moore County Registry.

Tract 9391
Moore County

TRACT #1: 21 .3 ACRES - LRK #00001190

ALL OF THAT CERTAIN TRACT OR LAND LOCATED IN CARTHAGE TOWNSHIP, MOORE COUNTY, NORTH CAROLINA CONTAINING 21.3 ACRES, MORE OR LESS, AND MORE PARTICULARLY SHOWN ON THE PLAT OF SURVEY, PREPARED BY J. S. MCNEILL, REGISTERED SURVEYOR, DATED OCTOBER 1968, RECORDED IN THE RECORDED OF MOORE COUNTY IN PLAT BOOK 8, PAGE 53 WHICH PLAT IS INCORPORATED INTO THIS DESCRIPTION BY REFERENCE THERETO AND TO WHICH PLAT REFERENCE IS MADE FOR A METES AND BOUNDS DESCRIPTION OF SAID LAND.

TRACT #2: 99 ACRES-LRK #00001200

ALL THAT CERTAIN TRACT OR LAND LOCATED IN CARTHAGE TOWNSHIP, MOORE COUNTY, NORTH CAROLINA, CONTAINING 99 ACRES, MORE OR LESS, AND MORE PARTICULARLY SHOWN ON THE PLAT OF SURVEY, PREPARED BY C. H. BLUE, REGISTERED SURVEYORS, DATED APRIL 25, 1961, WHICH PLAT IS INCORPORATED INTO THIS DESCRIPTION BY REFERENCE THERETO AND TO WHICH PLAT REFERENCE IS MADE FOR A METES AND BOUNDS DESCRIPTION OF SAID LAND.

TRACT #3: 25 ACRES-LRK # 00001211

ALL THAT CERTAIN TRACT OR LAND LOCATED IN CARTHAGE TOWNSHIP, MOORE COUNTY , NORTH CAROLINA , CONTAINING 25 ACRES , MORE OR LESS, AND MORE PARTICULARLY SHOWN ON THE PLAT OF SURVEY , PREPARED BY R .H . MARETT, REGISTERED SURVEYOR, DATED AUGUST 31, 1960, WHICH PLAT IS INCORPORATED INTO THIS DESCRIPTION BY REFERENCE THERETO AND TO WHICH PLAT REFERENCE IS MADE FOR METES AND BOUNDS DESCRIPTION OF SAID LAND.

TRACT #4: 737 ACRES-LRK #00001212

ALL THAT CERTAIN TRACT OR LAND LOCATED IN CARTHAGE TOWNSHIP, MOORE COUNTY, NORTH CAROLINA, CONTAINING 737 ACRES, MORE OR LESS, AND MORE PARTICULARLY SHOWN ON THE PLAT OF SURVEY PREPARED BY C. H. BLUE, REGISTERED LAND SURVEYOR, DATED MAY 22, 1921, WHICH PLAT IS INCORPORATED INTO THIS DESCRIPTION BY REFERENCE THERETO AND TO WHICH PLAT REFERENCE IS MADE FOR METES AND BOUNDS DESCRIPTION OF SAID LOT.

VIII.A.
Agenda Item:
Meeting Date: June 20, 2023

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Debra Ensminger
Director of Planning

DATE: June 12, 2023

SUBJECT: Resolution Adopting the Metropolitan Planning Area Map
SANDHILLS AREA METROPOLITAN PLANNING ORGANIZATION

PRESENTER: Scott Walston, PE, CPM
Transportation Engineer Supervisor
Transportation Planning Division
North Carolina Department of Transportation

REQUEST:

Request the Board of County Commissioners to approve the attached resolution adopting the Metropolitan Planning Area Map for the SANDHILLS AREA METROPOLITAN PLANNING ORGANIZATION.

BACKGROUND:

On December 29, 2022, the US Census Bureau released the 2020 population estimates for the Urban Areas (UA). Pinehurst-Southern Pines Urban Area was determined to have a population of 50,319, which qualifies as a Metropolitan Planning Organization (MPO) in accordance with applicable provisions of Title 23 United States Code (USC) Section 134 and 135 and 49 USC Section 5303; and Code of Federal Regulations (CFR) Part 450.

The Pinehurst-Southern Pines Urban Area includes the Town of Aberdeen, Town of Pinebluff, Village of Pinehurst, Town of Southern Pines, Town of Taylortown, Village of Whispering Pines, and portions of Moore County.

The elected officials representing jurisdictions of the Pinehurst-Southern Pines Urban Area unanimously agreed on May 15, 2023, to formally invite the Village of Foxfire to be included in the Metropolitan Planning Area. (MPA)

A Metropolitan Planning Area (MPA) is the geographic area determined by agreement between the Metropolitan Planning Organization (MPO) for the area and the Governor, in which the metropolitan transportation planning process is carried out.

Based on 23 CFR 450.312, the boundaries of the Metropolitan Planning Area shall encompass the entire Pinehurst-Southern Pines Urban Area (as defined by the US Census Bureau) plus the contiguous area expected to become urbanized within a 20-year period.

The elected officials representing the jurisdictions of the Pinehurst-Southern Pines Urban Area on June 8, 2023, approved the Metropolitan Planning Area map, dated May 22, 2023.

The elected officials representing the jurisdictions of the Pinehurst-Southern Pines Urban Area unanimously agreed on June 8, 2023, to the name of Sandhills Area Metropolitan Planning Organization.

IMPLEMENTATION PLAN:

Upon resolution adoption, copy of resolution will be forwarded to Scott Walston.

FINANCIAL IMPACT STATEMENT:

N/A

RECOMMENDATION SUMMARY:

Make a motion to approve the attached resolution as presented and authorize the Chairman to execute all documents associated with this request.

SUPPORTING ATTACHMENTS:

Resolution Sandhills Area Metropolitan Planning Organization
Sandhills Area Metropolitan Planning Organization Map Urban Area Created 5/22/23, revised to reflect MPO name on June 8, 2023

**RESOLUTION ADOPTING THE METROPOLITAN PLANNING AREA (MPA) FOR THE
SANDHILLS AREA METROPOLITAN PLANNING ORGANIZATION**

WHEREAS, on December 29, 2022, the US Census Bureau released the 2020 population estimates for the Urban Areas (UA). Pinehurst-Southern Pines Urban Area was determined to have a population of 50,319, which qualifies as a Metropolitan Planning Organization (MPO) in accordance with applicable provisions of Title 23 United States Code (USC) Section 134 and 135 and 49 USC Section 5303; and Code of Federal Regulations (CFR) Part 450; and

WHEREAS, the Pinehurst-Southern Pines Urban Area includes the Town of Aberdeen, Town of Pinebluff, Village of Pinehurst, Town of Southern Pines, Town of Taylortown, Village of Whispering Pines, and portions of Moore County; and

WHEREAS, the elected officials representing jurisdictions of the Pinehurst-Southern Pines Urban Area unanimously agreed on May 15, 2023, to formally invite the Village of Foxfire to be included in the Metropolitan Planning Area (MPA); and

WHEREAS, the Metropolitan Planning Area (MPA) is the geographic area determined by agreement between the MPO for the area and the Governor, in which the metropolitan transportation planning process is carried out; and

WHEREAS, based on 23 CFR 450.312, the boundaries of the MPA shall encompass the entire Pinehurst-Southern Pines Urban Area (as defined by the US Census Bureau) plus the contiguous area expected to become urbanized within a 20-year forecast period; and

WHEREAS, the elected officials representing the jurisdictions of the Pinehurst-Southern Pines Urban Area on June 8, 2023, approved the MPA map, dated May 22, 2023; and

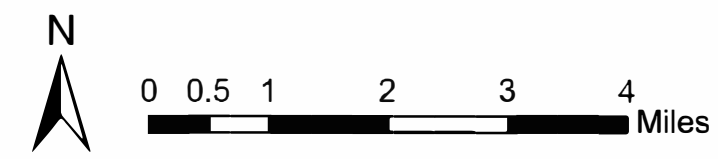
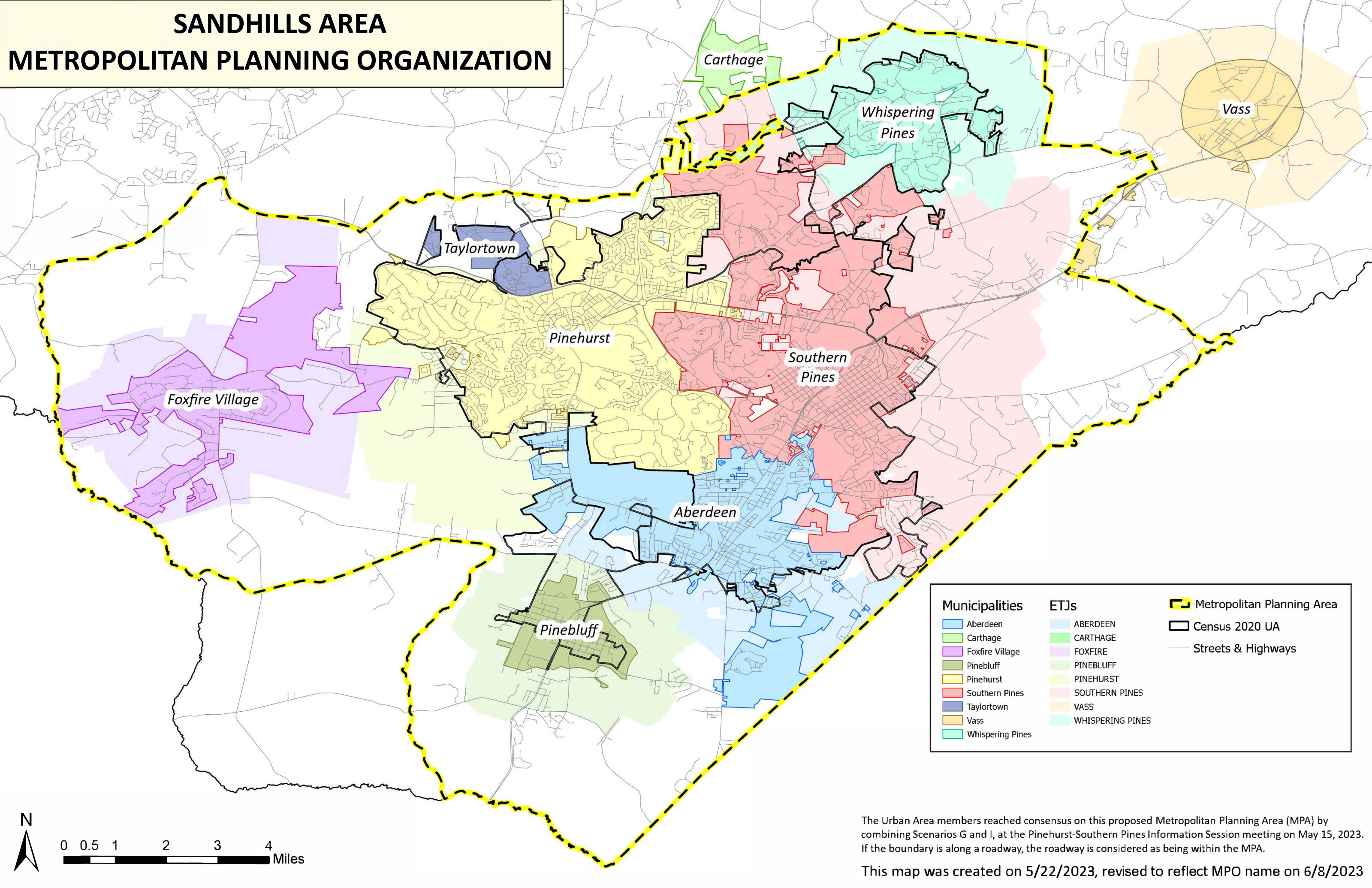
WHEREAS, the elected officials representing jurisdictions of the Pinehurst-Southern Pines Urban Area unanimously agreed on June 8, 2023, to the name of Sandhills Area Metropolitan Planning Organization; and

NOW THEREFORE, be it resolved by the Moore County Board of Commissioners of the Pinehurst-Southern Pines Urban Area is in agreement with the Metropolitan Planning Area map, dated May 22, 2023.

Laura Williams,
Clerk of the Board of Commissioners

Nick Picerno,
Chairman, Board of Commissioners

SANDHILLS AREA METROPOLITAN PLANNING ORGANIZATION



The Urban Area members reached consensus on this proposed Metropolitan Planning Area (MPA) by combining Scenarios G and I, at the Pinehurst-Southern Pines Information Session meeting on May 15, 2023. If the boundary is along a roadway, the roadway is considered as being within the MPA.

This map was created on 5/22/2023, revised to reflect MPO name on 6/8/2023

Agenda Item: Consent
Meeting Date: 06/20/2023

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Dawn Gilbert, Human Resources Director

DATE: May 23, 2023

SUBJECT: Amendment #2 to the Administrative Services Agreement with FirstCarolinaCare Insurance Company (FCC)

PRESENTER: Dawn Gilbert

REQUEST:

Request the Board approve the amendment #2, Schedule of Coverage, to the Administrative Services Agreement with FirstCarolinaCare.

BACKGROUND:

July 1, 2021, the County entered into an agreement with FCC to provide administrative services for Moore County's self-funded group medical, prescription, dental insurance and stop loss. The Agreement has an initial term of 36 months and FCC agreed to not increase the Administrative Fees during this three-year period for the medical, prescription and dental coverage. The stop loss portion explained in Exhibit C of the original agreement had only a twelve-month period and terminated at 12:00 a.m. June 30, 2022. Moore County accepted a renewal offer from FCC for an additional twelve-month term which was presented last year as the 1st amendment and covered the period of July 1, 2022, through June 30, 2023. The attached amendment is the 2nd amendment to the agreement, specifically the "Schedule of Coverage" document and increases the total stop loss premium from \$104.39 to \$143.80 which represents a total increase of \$39.41 per employee per month (PEPM). There is no increase of the current medical, prescription, and dental administration fee of \$37.50.

IMPLEMENTATION PLAN:

Effective July 1, 2023

FINANCIAL IMPACT STATEMENT:

The increase of \$39.41 PEPM is included in the FY 23/24 budget.

RECOMMENDATION SUMMARY:

Make a motion to the Board of Commissioners to approve amendment #2, Schedule of Coverage, to the Administrative Services Agreement effective July 1, 2023.

SUPPORTING ATTACHMENTS:

Original FirstCarolinaCare Administrative Services Agreement effective July 1, 2021

Amendment #1 Schedule of Coverage

Amendment #2 Schedule of Coverage

ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement ("Agreement") is entered into the 1st day of July, 2021, by and between Moore County ("Group"), acting in its capacity as the plan sponsor and plan administrator of the group health and dental plans identified in the recitals below, and FirstCarolinaCare Insurance Company, Inc. ("FCC"), a corporation with its principal place of business in Pinehurst, North Carolina.

WHEREAS, Group has established and maintains an employee welfare benefit plan for the purpose of providing certain health benefits to eligible employees and their eligible dependents on a self-funded basis (the "Plan"); and

WHEREAS, Group is the administrator of the Plan ("Plan Administrator"); and

WHEREAS, Group, acting in its capacity as the sponsor of the Plan and the Plan Administrator, desires to retain FCC to perform certain administrative services with respect to the Plan, in accordance with the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION 1

DEFINITIONS

- 1.1 Beneficiary** means an employee or former employee of the Group who is enrolled in the Plan, and his or her dependents who are enrolled in the Plan.
- 1.2 Covered Services** means those health care services and supplies described in the Plan Summary which are available to Beneficiaries through the Plan.
- 1.3 Effective Date** means the first day FCC begins providing the services described in this Agreement, which date shall be July 1, 2021.
- 1.4 Group** means the Plan Sponsor and/or the Plan Administrator, as applicable.
- 1.5 Schedule of Benefits** means the document made part of the summary plan description that summarizes Covered Services, applicable benefit limitations and Beneficiary cost-sharing information.
- 1.6 Utilization Management** means a set of formal techniques designed to monitor the use of or evaluate the medical necessity, appropriateness, efficacy or efficiency of health care services, procedures, providers or facilities. FCC's Utilization Management program is based upon precertification of certain health services or items according to accepted clinical guidelines.

SECTION 2

RESPONSIBILITIES OF GROUP

2.1 Establishment of Plan: The Group shall establish, maintain and appropriately fund the Plan and shall be solely responsible for the operation and administration of the Plan, except as expressly delegated to FCC under this Agreement. The Group has absolute authority with respect to the control, management, funding and disposition of Plan assets.

2.2 Cooperation: Group shall cooperate with FCC to the extent necessary to enable FCC to provide services in accordance with this Agreement and shall provide any information reasonable and necessary to carry out FCC's obligations. The Group shall provide FCC with sufficient information or documentation regarding benefits to be offered under the Plan for FCC to draft a summary plan description for Group review and approval.

2.3 Enrollment and Eligibility: The Group is responsible for determining the eligibility of individuals to enroll in the Plan in accordance with the eligibility requirements, criteria and/or rules established by the Plan Administrator. The Group shall provide FCC with current information identifying each Beneficiary eligible to participate and enrolled in the Plan in a sufficient time prior to the Effective Date to enable FCC to load all Beneficiaries in its system. Thereafter, the Group shall furnish to FCC as soon as reasonably possible, but in no event later than thirty (30) days of the effective date of the change, additions, deletions and changes to the Beneficiary census, in a form approved by FCC.

FCC shall be entitled to rely on the accuracy of all information submitted to FCC by the Group with respect to the eligibility of Beneficiaries to participate in the Plan and/or their enrollment in the Plan. Benefit payments made by FCC based on enrollment data reflected in FCC's records as of the time of such payments (even if the claim is incurred after a Beneficiary's coverage terminates) shall be the liability of the Group. FCC shall have no obligation or liability with respect to any changes in enrollment prior to receipt of proper notification in writing from the Group. FCC shall also not be responsible in any manner for any delay or error caused by the Group's failure to provide accurate enrollment information in a timely manner. The Group, in order to minimize its liability for claims incurred after a Beneficiary's loss of enrollment, shall make responsible efforts to collect and destroy invalid Beneficiary ID cards.

2.4 Benefit Information: The Group shall be responsible for finalizing and providing to FCC all information defining Covered Services prior to FCC's commencement of claims processing. In the event that Plan amends or modifies Covered Services, the effective date of the modification shall be subsequent to the date on which FCC has been notified of such modifications. FCC shall have no obligation to reprocess claims if the Group makes retroactive benefit changes or makes retroactive eligibility changes. FCC may consider reprocessing such claims in its discretion and at the Group's sole expense.

2.5 Beneficiary Education: Group shall provide FCC with access to employees in order that FCC may conduct enrollment meetings and provide education about covered services, how benefits are used and about other services provided by FCC.

2.6 Tax and Legal Status of Plan: The legal and tax status of the Plan under applicable law

is a matter for determination by the Group. Unless otherwise agreed to in writing, FCC shall not be responsible for establishing or maintaining the Plan in compliance with applicable state or federal laws, except to the extent expressly provided in this Agreement.

2.7 Reporting and Disclosure Responsibilities/Allocation of Responsibilities: The Group shall oversee the administration of the Plan and shall be responsible for complying with all reporting and disclosure requirements required by applicable law, including distribution of information to Beneficiaries in compliance with federal, state and local laws. Group shall have sole responsibility for reporting to the Centers for Medicare and Medicaid Services and to Medicare-eligible Beneficiaries information required in connection with creditable coverage under Medicare Part D prescription drug plans.

2.8 Named Fiduciary: The Plan Administrator shall be the named fiduciary and, as such, shall have the exclusive right to interpret the terms of the Plan and to determine eligibility for coverage and benefits with respect to all duties assigned to it under this Agreement or the Plan, and its good faith interpretation shall be binding and conclusive upon all persons. If an entity other than Group is appointed to serve as the plan administrator and/or named fiduciary of the Plan or to act on its behalf with respect to matters addressed in this Agreement, the Group shall notify FCC within five (5) business days of such change.

2.9 Access to Protected Health Information: The Group agrees to provide FCC in writing with the names and titles of employees who are designated to be authorized to have access to protected health information, as defined in the privacy regulations promulgated under the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"). This notification must be provided within five (5) business days of the execution of this Agreement. Any changes to the list of designated persons must be provided immediately in writing. It is understood that FCC will not release protected health information to anyone in the Group who is not on the list of authorized persons. The Group shall be solely responsible for training its employees and ensuring that they comply with all HIPAA privacy and security regulations.

SECTION 3

RESPONSIBILITIES OF FCC

3.1 General: The Group has selected FCC to provide claims administration, customer services and Utilization Management services for the Plan. FCC shall administer and issue payment on claims submitted under the Plan, process enrollment applications and perform such administrative duties as set forth in this Agreement and the Plan Summary. FCC shall have the authority to make administrative decisions necessary to carry out its obligations under this Agreement.

3.2 Enrollment and Changes: FCC shall process any enrollment changes no later than four (4) business days following the date that FCC receives notice of the change. Notwithstanding, FCC shall not make any change effective retroactively more than thirty (30) days prior to the date FCC is notified of the change.

3.3 Summary Plan Description and Other Documents:

3.3.1 FCC will provide Group with a draft summary plan description, which Group will review and approve for printing and distribution to Beneficiaries. The Group understands and agrees that it is responsible for carefully and thoroughly reviewing the summary plan description that FCC provides. After determining that the document(s) accurately reflect the intent of the Group, Group shall sign and return the Acceptance Page to FCC.

3.3.2 Group understands and agrees that FCC will make its best efforts to ensure that the summary plan description complies with all applicable regulations. However, compliance with applicable laws and regulations is the responsibility of the Group, including time limits for distributing summary plan descriptions and amendments to Beneficiaries.

3.3.3 If the Group's summary plan description is not finalized before FCC begins administering the Plan, FCC is not responsible for any conflicts that may occur if changes are made by the Group. This does not apply to amendments that the Group may make at a later date to the extent those changes become effective after FCC has been notified of the change. FCC is not responsible for any conflicts or liabilities that may occur if group chooses to give Beneficiaries a copy of an interim summary document before the actual summary plan description is finalized.

3.3.4 The following document services are included in the administrative services fee: one initial copy of the FCC standard format summary plan description for each plan administered under this Agreement, initial printing costs of the summary plan description booklet, identification cards and standard FCC Beneficiary handbook or inserts.

3.4 Claims Administration: FCC shall perform claims administration services with respect to claims filed on behalf of or by Beneficiaries on or after the Effective Date, including customer service, claims adjudication and payment, provision of explanations of benefits and payments, periodic summary claims reports, coordination of benefits and any other claim-related functions. No run-in or run-out claims services will be provided by FCC for claims which were incurred prior to the Effective Date. Claims shall be adjudicated and paid according to summary plan description and the terms of this Agreement. FCC shall not incur any liability or other damages to any person on account of any payments or other distributions made by it in reliance on the foregoing or in accordance with the direction of the Group.

3.5 Delegation of Claims Decision-Making: Notwithstanding any provision of this Agreement or the summary plan description, the Group delegates limited fiduciary responsibility to FCC. FCC shall have discretionary authority and decision-making authority with respect to any disputes arising with respect to Plan benefits, including reviews of adverse determinations on claims for benefits. FCC shall administer Beneficiary claims for benefits and reviews of adverse determinations according to the procedure described in the summary plan description and in compliance with the requirements of 29 CFR Part 2560.503. FCC shall not be responsible for handling any disputes related an individual's eligibility to participate in the Plan.

3.6 FCC Guidelines. In providing the services described in this Agreement, FCC may apply its standard practices, policies and procedures used in its insured business as long as such standard practices, policies and procedures do not conflict with the summary plan description or this Agreement.

3.7 Undeliverable/Uncashed Claim Payments. FCC will follow its standard policies and procedures for handling claim payment checks that are either returned to FCC as undeliverable or are not cashed by

the payee. FCC shall return to the Group all amount representing any claim payment checks that are determined to be undeliverable or are uncashed after FCC has followed its procedures for handling such checks. The Group shall be responsible for determining whether such returned amounts are subject to escheat, unclaimed property, abandoned property or other similar laws and, if so, that such amounts are properly handled and reported in compliance with such laws.

3.8 Provider Network: FCC shall arrange for a network of health care providers (the "Network"), through a contracting intermediary to provide Covered Services to Beneficiaries. As part of FCC's responsibility, the Network will be maintained to provide adequate access by Beneficiaries to Covered Services. FCC reserves the right to add new Providers to the Network and remove existing Network providers from the Network. FCC shall ensure access to current Network provider directories for Beneficiaries. FCC is not responsible for any actions of any Provider that provides Covered Services to a Beneficiary.

3.9 Prescription Drug Network: For the purposes of providing prescription drug benefits to Beneficiaries, FCC shall establish a subcontractor relationship with a pharmacy benefits manager (PBM). The PBM contract model shall be transparent, with all rebates passed through to the Group. The designated PBM shall maintain an adequate number of pharmacies located in the Beneficiary service area that have entered into written agreements with the PBM. The designated PBM shall be responsible for the determination of prescription drug costs according to a predetermined reimbursement methodology, for maintaining a utilization management program, and for adjudication of prescription drug claims and reviews of adverse determinations. FCC shall oversee claims administrative services related to prescription drug benefits covered under the Plan. The PBM and the participating pharmacies may be changed from time to time and FCC shall notify the Group of such change. Beneficiaries will have access to the PBM's website for an electronic listing, updated periodically, of participating pharmacies.

3.10 Utilization Management/Other Programs: FCC shall maintain a Utilization Management program for the purposes of monitoring the effective utilization of medical services and supplies provided to Beneficiaries. The Utilization Management Program will be administered consistent with FCC's internal policies and procedures, the summary plan description and this Agreement. Other services provided to Beneficiaries will include participation in FCC's chronic care management program and periodic health assessments. Beneficiaries will be eligible to access FCC's employee assistance program.

3.11 COBRA and HIPAA Administration: FCC shall provide the necessary forms, disclosures and other services required to administer (i) the continuation of coverage provisions of the Plan, and as otherwise required by federal law in compliance with the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA") and (ii) the issuance of certificates of creditable coverage, as required by federal law in compliance with the HIPAA. The Group agrees to take all reasonable steps to assist FCC in obtaining the information necessary to administer COBRA and HIPAA in accordance with administrative procedures by FCC. The Group shall timely provide FCC with notice of qualifying events required to be provided by the employer under COBRA.

3.12 Bond. FCC shall not be required to maintain a fidelity bond in connection with the Plan.

3.13 Subrogation and Reimbursement: FCC will provide Group with services to assist in recovery of funds under the subrogation provision in the summary plan description. Such services include contacting the member to determine the applicability of the subrogation provision, notifying the member of the Plan's subrogation provisions, reserving the Plan's rights under the subrogation provision and requesting reimbursement of funds as appropriate. FCC does not represent or guarantee that it will discover and pursue each subrogation opportunity, or that its attempts will be successful. FCC may decline to pursue claims under \$500. Such declination does not affect Group's right to pursue claims under that amount. Any amount collected by FCC shall not reduce the fees payable under this Agreement. FCC shall have authority to accept settlement of less than 100% of the claim under appropriate circumstances without approval of Group, provided the claim is for less than \$25,000. All other settlements will require approval by the Group.

3.14 Excess Risk/Stop Loss Insurance: Through arrangements with its primary reinsurance carriers and stop-loss coverage provided directly by FCC, FCC shall administer Group's stop loss program as described in the Schedule of Coverage of applicable Stop Loss Insurance Agreement and Exhibit C to this Agreement. FCC shall assist the Group in meeting all requirements as they relate to prompt notification of the carrier of potential or actual claims, filing claims with the carrier to ensure appropriate reimbursement, and providing for all necessary claims, enrollment and premium reporting and remittance requirements of the primary carrier in accordance with the terms of the agreement between FCC and the primary carrier.

3.15 Performance Guarantees: FCC shall be subject to the Performance Guarantees outlined in Exhibit B. The penalty payments specified in Exhibit B shall be Group's exclusive remedy for FCC's failure to meet performance guarantees.

3.16 Subcontracting: FCC may subcontract this Agreement, or any portion of the Agreement at any time during the term of the Agreement. Upon written request from the Group, FCC shall provide a full written list of any subcontractors engaged by FCC to perform services directly to the Group.

3.17 Dental Plan: The following sections of the Agreement or portions thereof, as applicable, shall not apply to the Dental Plan, and any reference in the Agreement to these sections or the obligations of the Parties described in these sections shall not apply to or include the Dental Plan:

- a. Section 3.8 (Provider Network),
- b. Section 3.9 (Prescription Drug Network),
- c. Section 3.10 (Utilization Management/Other Programs),
- d. Section 3.11 (COBRA and HIPAA Administration) but only the portion of this section that requires FCC to issue a certificate of creditable coverage,
- e. Section 3.14 (Excess Risk/Stop Loss Insurance), and
- f. Section 3.15 (Performance Guarantees).

SECTION 4
ADMINISTRATIVE FEES AND
PLAN BENEFITS PAYMENT

4.1 Fee Payment: On a monthly basis, the Group agrees to pay FCC the fees for administrative services listed in Exhibit A ("Administrative Fees") in the amount described in Exhibit A. Administrative Fees will be based upon then-current enrollment and shall be subject to reconciliation from month-to-month due to variances in enrollment. Amounts due to FCC from Group in accordance with the provisions of this Agreement shall be paid by the Group upon receipt of an invoice from FCC. Group shall remit payment to FCC within fifteen (15) days of the date of the invoice. The parties agree that the Administrative Fees may be amended from time to time by the mutual written agreement of the parties. If the Group does not timely pay the Administrative Fee and/or Plan Benefits Payment as defined herein, a late payment fee equal to one and one percent (1%) of the amount due will be assessed. Late fees shall begin to accrue on any unpaid amount beginning on the first business day following the 20th day of the month in which the amount is due. The Group further agrees to reimburse FCC, upon request, any fee, tax or charge that FCC pays or is required to pay relating to the Group Health Plan under the Patient Protection and Affordable Care Act, as amended ("PPACA"), including without limitation, the applicable transition reinsurance fee payable pursuant to Section 1341 of PPACA.

4.2 Funding Claims Payments: On a weekly basis, FCC will produce a check run report for medical claims indicating the claims that have been submitted for payment during the applicable time period and showing a total dollar amount of funds needed to pay the claims. FCC will transmit the report to Group by facsimile. Group shall initiate an automated clearing house transfer or wire transfer of the required funds to a bank account designated by FCC on the same business day of receipt of the check run report, if possible, but not later than the morning of the next business day.

For prescription drug claims, the same process will be applicable, except that check run reports are provided on a bi-weekly basis.

FCC has a percentage-of-savings arrangements with claim repricing vendors that provide access to discounted reimbursement for out-of-area services. Group agrees to pay the percentage-of-savings fees and FCC will remit the balance of the savings to Group.

4.3 Notice of Proposed Fee Schedule Changes: FCC will not increase the Administrative Fee prior to the end of the Initial Term of Thirty-Six Months of this Agreement. Prior to the end of the Initial Term of Thirty-Six Months (and subsequent terms thereafter), FCC shall provide at least One-Hundred and Twenty Days (120) days written notice of its intent to increase the Administrative Fee for subsequent terms. Any changes in the Administrative Fees must be mutually agreed upon in a written Amendment to the Agreement. If the Group does not agree to the change in the Administrative Fees or other provision, this Agreement shall terminate at the end of the then current term.

4.4 Failure to Perform: In addition to any remedies provided for in Section 5, if the Group fails to make, on a timely basis, a required payment of Administrative Fees or the Plan claims payments pursuant to the procedures set forth herein, FCC may suspend the performance of its services under this

Agreement until such time as Group makes the proper remittance. The Group shall remain responsible for payment of claims incurred pursuant to services already authorized and incurred during the suspension period and shall be responsible for payments due to providers for services rendered and claims incurred during the suspension period.

4.5 Additional Services: FCC may perform any service not enumerated in this Agreement for an additional reasonable fee. Any such service and corresponding fee may be provided only if agreed to in writing by Group and FCC in advance of such performance.

4.6 Float: FCC is not maintaining a separate account, in trust or otherwise, for handling of funds that may be assets of the Plan. The Group agrees and acknowledges that FCC may retain, as compensation, earnings on funds ("Float") provided to FCC pursuant to this Agreement. Float result from the short-term investment of funds during the period they are held by FCC. The Float period commences the date that FCC receives the fund and ends on the date that the funds are transferred as a result of a check being presented for payment or the clearing of an electronic payment. During the Float period, FCC invests such funds in commercial paper or other investments that yield interest at money market rates.

4.7 Overpayments: In the event a Benefit Payment is made on behalf of an ineligible person who was retroactively terminated, or if an overpayment was made to a provider, FCC shall make at least two attempts to recover any payment over \$100. FCC shall have no further obligation with respect to such overpayments, except pursuant to the Indemnification provision. FCC is authorized to offset the overpayment against unpaid claims for such person.

SECTION 5

TERM AND TERMINATION

5.1 Term: This Agreement shall have an initial term of Thirty-Six (36) months ("Initial Term"). This Agreement shall automatically renew for the period of the next succeeding Twelve (12) consecutive Months, subject to any Administrative Fee increase provided for pursuant to Section 4.3 or other change pursuant to the terms of this Agreement. This Agreement may be terminated during any 12-Month term for the reasons described in this Section 5.

5.2 Nonrenewal: Either party may elect not to renew this Agreement at the end of any 12-month term by giving forty-five (45) days written notice of such non-renewal prior to the end of the term.

5.3 Termination for Cause: Either party may terminate this Agreement for cause upon thirty (30) days written notice to the other party if the party to whom such notice is given has materially breached any material provision of this Agreement. Any such notice shall set forth the facts underlying the alleged breach. In the event that such breach is cured to the reasonable satisfaction of the non-breaching party within the notice period, then this Agreement shall continue in effect. If the breach is not cured to the reasonable satisfaction of the non-breaching party by the end of the notice period, the non-breaching party may terminate this Agreement immediately. The cure of a breach pursuant to this section shall not affect any remedy that the non-breaching party may have with respect to such breach.

Notwithstanding if the Group fails to pay the Administrative Fees or the Benefits Payment in the time period and manner described in Exhibit A and in Section 4.1, FCC, at its sole discretion, may terminate the Agreement by giving written notice to the Group stating the reason for termination; provided,

however, the Group shall have five (5) days to cure any Benefits Payment and Administrative Fees payment deficiency. FCC may suspend the payment of claims during any period when undisputed payment invoices remain unpaid.

5.4 Termination without Cause: Either party may terminate this Agreement without cause after the initial twelve (12) month term by providing the other party with forty-five (45) days prior written notice. Either party may also terminate this Agreement immediately upon the giving of written notice to the other party in the event of the other party's filing of a petition for relief under the federal bankruptcy law or in the event of any liquidation, rehabilitation or other fiscal insolvency of the other party. This Agreement shall also terminate if the Plan is terminated.

Notwithstanding any other provision of this Agreement, in the event of the filing by or against the Group of a petition for relief under the Federal Bankruptcy Code, FCC shall have the right to suspend the payment of claims for Plan benefits unless and until an order is obtained from the bankruptcy court, in form and substance acceptable to FCC, authorizing such payment and the Group has deposited the funds necessary to pay such claims in full.

5.5 FCC's Responsibilities upon Termination: FCC will process claims incurred and received before termination of the Agreement as provided for herein and subject to the other provisions of this Agreement. Following the termination date of the Agreement, FCC shall process claims which are received by FCC for a period of twelve (12) months following the date of termination. Fees for services rendered during the runout period will be based on the then-current Administrative Fees in effect on the termination date. Group will pay the equivalent of three (3) months of fees based on the then current enrollment. The three months of fees will be due within 31 days of the invoice date after the termination date.

Termination of this Agreement for any reason shall not relieve any party of any obligation incurred by it prior to such termination. FCC shall not be obligated to process and/or pay claims it receives after the date of termination even if such claims have been incurred prior to termination of the Agreement unless FCC has otherwise expressly agreed to provide run-out services under the Agreement.

Group agrees that claims will not be assigned to another party for payment during the runout period. FCC will not process or pay claims received after the runout period ends unless mutually agreed to in writing by both parties.

FCC shall provide Group with claims data and any other information reasonably necessary to effect a smooth transition to another third party administrator.

SECTION 6

MISCELLANEOUS PROVISIONS

6.1 Proprietary and Confidential Information: "Proprietary and Confidential Information" means all information of a party not known by, or generally available to, the public at large without restrictions on use and which relates to, or is used in connection with the services provided under this Agreement, or is

contained in, the Plan, the summary plan description or any other written materials prepared or provided by a party and shall include all contracts, price lists, provider information, reports, software programs and written materials developed in whole or in part by either party. Each party shall use reasonable efforts to identify specifically all Proprietary and Confidential Information by clearly marking it "confidential" in the case of information in written or other tangible form or clearly stating that the information is confidential where it, is in oral or other intangible form. Specifically excluded from Proprietary and Confidential Information is all protected health information provided to FCC by Group or maintained by FCC on behalf of the Group.

Proprietary and Confidential Information and all copies thereof are the property of the providing party. The parties acknowledges that the other party's Proprietary and Confidential Information constitutes valuable assets and trade secrets. Accordingly, the parties will use at least the same degree of care to protect the Proprietary and Confidential Information as they use to protect their own confidential information.

6.2 Protected Health Information: FCC and the Group shall comply with HIPAA and all regulations established thereunder as regards the privacy and security of protected health information, as defined by HIPAA. In addition, prior to the Effective Date, the Group and FCC must execute a Business Associate Agreement, which will govern FCC's obligations regarding the use and disclosure of protected health information when providing the services described in this Agreement.

6.3 Relationship of Parties: The parties enter into this Agreement as independent contractors and not as agents of each other. Neither party shall have any authority to act in any way as the representative of the other, or to bind the other to any third party, except as specifically set forth herein. The Plan Administrator delegates to FCC only those powers and responsibilities with respect to development, maintenance and administration of the Plan which are specifically granted in this Agreement.

6.4 Not Insurance: This Agreement shall not be deemed a contract of insurance under any laws or regulations. FCC does not insure, guarantee or underwrite the liability of the Group under the Plan. The Group has responsibility for the payment of all claims under the Plan. FCC has no duty or obligation to use its funds for the claims payments.

6.5 Enforceability: Failure of either party to insist upon compliance with any provision of this Agreement at any given time or under any given set of circumstances shall not waive or modify such provision or in any manner render it unenforceable, as to any other time or as to any other occurrence, whether the circumstances are, or are not, the same. No waiver of any of the terms or conditions of this Agreement shall be valid or of any force or effect unless it is agreed to in writing.

6.6 Reliance: FCC may rely upon any representation, instruction, direction, or approval made or provided by the Group in any form or manner deemed acceptable to FCC. The Group shall provide FCC a list of persons who authorized to act on behalf of the Group and FCC. FCC shall be fully protected in acting upon any instrument, certificate, representation or paper provided by such persons unless written notice is given to FCC that such person or persons are no longer authorized to act on behalf of the Group. FCC, to the extent possible, shall advise the Group as to the legal matters which come to its attention regarding potential legal actions involving the Group.

6.7 Liability for Benefits: It is understood and agreed that liability for payment of Benefits under the Plan is the liability of the Group and that FCC shall not have any duty to use any of its funds for the payment of such Benefits. FCC will have no obligation to arrange for payment of Benefits under the Plan if the Group has not made the requisite funds available to FCC in accordance with this agreement.

6.8 Indemnification: FCC agrees to indemnify the Group and hold it harmless from and against any and all claims, losses, liabilities, damages and expenses incurred by the Group, including reasonable court costs and attorneys' fees, to the extent that such claims, losses, liabilities, damages and expenses arise out of or are based upon FCC's intentional, willful, reckless or negligent acts or omissions in the performance of its duties under this Agreement.

The Group shall be responsible for any and all claims, losses liabilities, damages and expenses incurred by FCC, including reasonable court costs and attorneys' fees to the extent that such claims, losses, liabilities, damages and expenses arise out of or are based upon the Group's intentional, willful, reckless, or negligent acts or omissions in the performance of its duties under this Agreement.

In the event that legal action is brought against FCC and/or the Group by a Beneficiary, the Beneficiary's authorized representative or provider related to a claim for Covered Services, and such action is not the result of either party's intentional, willful, reckless or negligent acts or omissions, then the Group will assume responsibility for the defense of such suit to the extent that the interests of the parties do not conflict and as allowed by the applicable North Carolina law. FCC agrees to fully cooperate with the Group during the preparation stage of the defense as well as testify during any deposition or hearing at no cost to Group.

The indemnification obligations under this Section 6.8 shall survive the termination of this Agreement.

6.9 Audits: Group may annually inspect and audit FCC's business records that directly relate to billings made to Group for claims. Upon thirty (30) days prior written notice from Group, FCC shall provide Group with reports, as mutually agreed upon by the parties, of utilization and claims payment. FCC shall maintain accounting systems necessary to support this request. FCC may inspect and audit, or cause to be inspected and audited, the books and records of Group directly relating to this Agreement, including the existence and number of Beneficiaries. Each party shall fully cooperate with representatives of the auditing party, with independent accountants hired by the auditing party, and with representatives of any regulatory or accreditation agency, to conduct any such inspection or audit. Such audits shall be at the auditing party's sole expense and shall only be made during normal business hours, following thirty (30) days written notice, without undue interference to the other party's business activity, and in accordance with reasonable audit practices. If a completed audit reveals a discrepancy in the results and the previous calculations of the audited party, then the auditing party shall deliver written notice setting forth in reasonable detail the basis of such discrepancy. The parties shall use reasonable efforts to resolve the discrepancy within thirty (30) days following delivery of the notice, and such resolution shall be final, binding, and conclusive upon the parties. Upon a final and conclusive determination of a discrepancy revealed by an audit procedure under this Agreement, the party that owes money shall pay such sums to the other party within thirty (30) days of the delivery of the conclusive audit findings.

6.10 Governing Law: The rights and obligations of the parties hereto under this Agreement shall be governed by the laws of the State of North Carolina (without giving effect to its conflict of laws provisions), unless preempted by Federal law.

6.11 Dispute Resolution:

6.11.1 The parties agree that any and all disputes arising out of, or relating to, this Agreement shall first be addressed by direct negotiation between the parties

6.11.2 In order for disputes to be resolved promptly and fairly, the parties to this Agreement agree to mediate any disputes in excess of \$15,000 following the North Carolina Rules Implementing Statewide Mediated Settlement Conferences in Superior Court Civil Actions. The costs of mediation shall be shared equally by the parties. In no event shall the County be subject to arbitration proceedings. All claims or disputes shall be brought in the General Court of Justice of Moore County, North Carolina.

6.12 Force Majeure: The parties to this Agreement shall not be liable for any delay or nonperformance of any terms, conditions, covenants or provisions contained herein nor shall any such delay or nonperformance constitute default hereunder, or give rise to any liability for damages, if such delay or nonperformance is caused by storm, flood, fire, explosions, action of the elements or act of God, strike, walkout or other labor relations or industrial disturbance or problems, restrictions, restraints or delays imposed by law, rule, regulation or order of public authority, whether federal, state, or local, and whether civil or military, acts of military authority, interruption of transportation facilities, unavailability or breakdown of equipment, disability of any provider that has entered into a contract to provide covered services to the Plan. and any other cause which is beyond the reasonable control of either party, impedes its performance, and which by the exercise of reasonable diligence, either party is unable to prevent.

6.13 Notices: Any notice required to be given under this Agreement shall be sent by certified mail or overnight or same-day service, with all postage or delivery costs paid in advance, to the following in the case of FCC:

FirstCarolinaCare Insurance Company, Inc.
42 Memorial Drive
Pinehurst, NC 28374
Attn: Craig Humphrey

and in the case of Group:

Moore County
PO Box 905
Carthage, NC 28327
Attn: County Attorney's Office

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed in their names and on their behalf as of the day and year set forth above.

FIRSTCAROLINACARE INSURANCE COMPANY, INC.

DocuSigned by:
F. Craig Humphrey
BY _____
F. Craig Humphrey
President & COO

COUNTY OF MOORE

DocuSigned by:
Francis R. Quis, Jr., Chairman
BY _____
Francis R. Quis, Jr., Chairman
Moore County Board of Commissioners

PREAUDIT CERTIFICATE

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

DocuSigned by:
Caroline Xiong

Finance Officer

EXHIBIT A

Monthly Administrative Fees
Medical (includes Prescription Drug) and Dental

	07/01/2021 - 06/30/2022	07/01/2022 - 06/30/2023	07/01/2023 - 06/30/2024
Medical Administration Fee	\$34.00	\$34.00	\$34.00
Dental Administration Fees	\$3.50	\$3.50	\$3.50
COBRA Administration Fee	included	included	included
FirstHealth EAP Services	included	included	included
Biometric Screenings and Flu Shot Fees	included	included	included
HIPAA Certificates of Coverage	included	included	included
Nurse line/Rosebud Maternity Program	included	included	included
Pharmacy Network Access Fee	included	included	included
Provider Network Access Fee	included	included	included
Subrogation Services	included	included	included
Utilization Management Fee	included	included	included
Total Administrative Fee Per Employee Per Month	\$37.50	\$37.50	\$37.50

EXHIBIT B
Performance Standards and Penalties

The following performance guarantees shall each be evaluated on a monthly basis by the parties for the purpose of taking corrective action. Quarterly, the monthly reports will be aggregated and any audit observations reviewed to determine compliance with performance guarantees. The quarterly performance level is calculated based on the three-month aggregate. The four quarterly summaries are then aggregated to determine whether goal was attained, or whether there is a penalty/reward due.

CATEGORY	GOAL	PENALTY AT	REWARD AT	PENALTY/ REWARD OF
CUSTOMER SERVICE				2.00%
Average Answer Speed (8400 Line)	30 seconds	45 seconds	20	1.00%
Call Abandonment Rate (8400 Line)	4.00%	5.00%	seconds 2.00%	1.00%
OPERATIONS				4.00%
Claims Financial Accuracy	98.50%	97.50%	99.50%	1.00%
Claims Clerical Accuracy	97.50%	96.50%	98.50%	1.00%
Claims Turnaround Time for 90% Eligibility Accuracy	15 working days	16 working days	14 working days	1.00%
	98.00%	97.00%	99.00%	1.00%

Penalties and/or rewards are a percentage of the ASO fee.

SCHEDULE OF COVERAGE

Plan Sponsor: Moore County Government

Effective Date: 7/1/2021

X Specific Stop Loss Coverage

Agreement Period: Medical Claims – Incurred Period (07/01/2021 thru 06/30/2022) _Paid Period (07/01/2021 thru 06/30/2022)

Claims basis:

 X Incurred and paid during the Agreement Period

Incurred during the Agreement Period and paid within 3 months after the last day of Agreement Period

Specific Losses Deductible (each Beneficiary): \$80,000

Specific Losses Deductible (Aggregate): \$150,000

Excess Risk Limit: Unlimited

Lifetime Maximum (each Beneficiary): Unlimited

X Aggregate Stop Loss Coverage

Agreement Period: Medical Claims (07/01/2021 thru 06/30/2022)

Claims basis:

 X Incurred and paid during the Agreement Period

Incurred during the Agreement Period and paid within 3 months after the last day of Agreement Period

Aggregate Losses Deductible: \$ 7,103,842.64 Attachment Point

Excess Risk Limit: 115% (\$7,103,842.64) as of 7/1/2021

Based on the following:

Aggregate Attachment Point of \$832.61 PEPM

Stoploss Premiums: \$98.68 PEPM

Excludes any payments made to or on behalf of existing beneficiary to treat Hemolytic-Uremic Syndrome.

Exhibit C

STOP LOSS INSURANCE AGREEMENT

This Stop Loss Insurance Agreement ("Agreement") is entered into effective on the date specified on the Schedule of Coverage, by and between Moore County ("Plan Sponsor"), and FirstCarolinaCare Insurance Company, Inc. ("FCC"), a corporation with its principal place of business in Pinehurst, North Carolina.

WHEREAS, Plan Sponsor has established and maintains a self-funded group health plan (the "Plan") for certain of its employees and their dependents as the Plan Sponsor,

WHEREAS, the Plan Sponsor has entered into an Administrative Services Agreement with FCC to perform services in administering the Plan, and

WHEREAS, the purpose of this Agreement is to limit Plan Sponsor's claims liability under the Plan, as specified on the Schedule of Coverage, through FCC's assumption of direct liability and through upstream reinsurance agreements by which FCC has ceded liability for Losses, and

NOW, THEREFORE, in consideration of the mutual agreement and conditions contained herein, the parties agree as follows:

PART I DEFINITIONS

AGGREGATE LOSSES means the total amount of Losses incurred by the Plan Sponsor on behalf of the entire Plan during the Agreement Period that are not reimbursable under the Specific Losses coverage provision.

AGREEMENT PERIOD is the period of time during which this Agreement is in effect, defined on the Schedule of Coverage attached to and incorporated by reference into this Agreement.

- A. ALLOWABLE CHARGES means payments that have been made on behalf of Beneficiaries for Eligible Services. In addition, Allowable Charges shall not include any payments that have been made to or on behalf of Beneficiaries for the treatment of Hemolytic-Uremic Syndrome. It does not include any payments that are made under the self-funded dental plan established by the Plan Sponsor for its eligible employees and their dependents.
- B. BENEFICIARIES means individuals eligible for and participating in the Plan.
- C. COINSURANCE means the percentage of Losses paid by FCC in excess of the Deductible, as set forth in the Schedule of Coverage.

- D. DEDUCTIBLE refers to the per Agreement Period out-of-pocket expenses for Eligible Services and Allowable Charges the Plan Sponsor must pay before coverage under this Agreement begins, as stated on the Schedule of Coverage.
- E. ELIGIBLE SERVICES means all of the health services for which benefits are provided to Beneficiaries as described in the Summary Plan Description and for which FCC has agreed to provide stop loss coverage pursuant to the terms of this Agreement. It does not include any dental services which are provided under the Plan Sponsor's self-funded dental plan.
- F. EFFECTIVE DATE is defined on the Schedule of Coverage.

EXCESS RISK LIMIT refers to the maximum dollar amount, per Agreement Period, that FCC shall pay under this Agreement, as stated on the Schedule of Coverage.

INSOLVENT or INSOLVENCY means that the Plan has been declared insolvent and is placed under an order of liquidation by a court of competent jurisdiction.

LOSS OR LOSSES means Allowable Charges incurred during the Agreement Period. Losses must be paid by the Plan Sponsor prior to being considered for reimbursement under this Agreement. Losses shall be deemed incurred on the dates on which the Beneficiary received the service or treatment. Date of payment is evidenced by the date of the check issued in payment of such service or treatment and/or date of entry to Plan Sponsor's general ledger. In no event shall the stop loss coverage be more than the actual amount for which the Plan Sponsor is liable.

PLAN DEDUCTIBLE refers to the per Agreement Period out-of-pocket expenses for Eligible Services and Allowable Charges the Plan must pay before coverage under this Agreement begins, as stated on the Schedule of Coverage attached to and incorporated by reference into this Agreement.

PREMIUM means the amount to be remitted by Plan Sponsor to FCC, as set forth on the Schedule of Coverage.

SPECIFIC LOSSES means the total amount of Losses incurred by the Plan Sponsor on behalf of any specific Beneficiary during the Agreement Period.

SUMMARY PLAN DESCRIPTION means the booklet describing the health services and conditions under which health benefits are provided under the Plan to Beneficiaries.

PART II

TERM and TERMINATION OF COVERAGE

- A. Term and Termination. This Agreement shall be in effect for the twelve-month period described as the Agreement Period on the Schedule of Coverage. This Agreement will terminate at 12:00 a.m. on the last day of the Agreement Period unless FCC has provided and Plan has accepted a renewal offer for an additional twelve month term.
- B. Early Termination.

1. In the event that Premiums due under this Agreement are not paid within forty-five (45) days after the due date, coverage hereunder will terminate at FCC's discretion both as to the fact of termination and date of termination.
2. This Agreement will terminate on the date on which (i) the Plan Sponsor or Plan becomes Insolvent; (ii) the Plan is terminated or otherwise has no Beneficiaries under the Plan.
3. This Agreement shall be terminated as of the date FCC ceases to be the third-party administrator for the Plan.
4. This Agreement will be terminated on the date that Plan Sponsor fails to fund the benefits provided under the Plan.
5. This Agreement may be terminated by FCC as of the date of termination of any upstream reinsurance agreement by which FCC has ceded its liability for Losses.

In the event of early termination, FCC's liability under this Agreement will be limited to liability accruing prior to the termination date; provided, however, that FCC in its sole discretion may terminate this Agreement retroactively to the Effective Date in lieu of pro-rated liability.

- C. Termination for Cause. FCC may terminate this Agreement retroactively to the Effective Date if any of the following occurs:
1. The Plan Sponsor provided any false or misleading information that materially affected FCC's decision to enter into this Agreement.
 2. The Plan Sponsor or its third-party administrator withholds information regarding Losses, Eligible Services or Allowable Charges.
- D. Reinstatement. If this Agreement terminates for any reason, it may be reinstated at FCC's option. It can be reinstated only in writing by one of FCC's officers and subject to any written conditions of reinstatement imposed by FCC.
- E. Effect of Termination. FCC will continue to process claims, if any, for which payment is due under this Agreement after termination; provided, however, FCC shall require periodic reporting of large claims and potentially catastrophic Losses, as defined by FCC and on a form provided or approved by FCC, as modified by FCC from time to time.

PART III PREMIUMS

- A. Premium Payment. Premiums as calculated as described on the Schedule of Coverage are due and payable monthly and in advance by the first day of the month in which the Premium is due. The initial premium is due on the Effective Date.
- B. Premium Changes. FCC reserves the right to change any premium rate on any of the following:
1. Any anniversary of the Effective Date;
 2. When the terms of the benefits under the Plan are materially changed and FCC has accepted such change for stop loss coverage; and

3. The date FCC learns that the terms of the Plan actually in effect are materially different from the terms upon which FCC's issuance of coverage was based, at FCC's sole discretion and subject to its right to terminate the Agreement as set forth in Part II.C. above.
- C. Grace Period. Plan Sponsor will be allowed a thirty-one (31) day grace period for the payment of Premiums, excluding the initial Premium. Plan Sponsor will be liable to FCC for all premiums remaining unpaid on the date of termination of coverage, including Premium for the days of the grace period during which this Agreement remained in force.

PART IV COVERAGE PROVISIONS

- A. Aggregate Stop Loss Coverage. FCC will pay Plan Sponsor the amount by which the Aggregate Losses paid exceed the Aggregate Losses Deductible amount set forth on the Schedule of Coverage, not to exceed either the individual Lifetime Maximum or the Excess Risk Limit and subject to any additional limitations set forth herein.
- B. Specific Stop Loss Coverage. FCC will pay Plan Sponsor the amount by which the Specific Losses exceed the Specific Losses Deductible amount set forth on the Schedule of Coverage, not to exceed either the individual Lifetime Maximum or the Excess Risk Limit and subject to any additional limitations set forth herein.

PART V REIMBURSEMENT PROCEDURES

- A. Claims. Claims for Losses shall be paid in accordance with the terms of the Plan no later than 30 days after receipt of adequate proof of claim. If a claim is not paid within that time limit due to an act or omission of Plan Sponsor, FCC may determine that is not eligible for reimbursement hereunder, unless the Plan Sponsor provides evidence that it was not possible, under the circumstances, to pay the claim within 30 days.
- B. Proof of Loss. The Plan Sponsor shall submit a written claim form, as provided by FCC, within forty-five (45) days after the date of Loss. If the Plan Sponsor does not submit a claim form within such time limit, FCC reserves the right to deny reimbursement of the Loss.
- C. Reports. FCC shall require periodic reporting of large claims and potentially catastrophic Losses, as defined by FCC and on a form provided or approved by FCC.

PART VI EXCLUSIONS

The following are not covered under this Agreement:

- A. Losses, (or other expenses, charges or costs) incurred after the date this Agreement terminates due to the Plan's Insolvency.
- B. Expenses for services which are not Eligible Services.

- C. Services for which the Beneficiary has no legal obligation to pay.
- D. Services for which the Plan Sponsor has no legal obligation to pay.
- E. Any expenses paid on behalf of a person not eligible for enrollment in the Plan.
- F. Any expense for which there is any other insurance, reinsurance or other plan established pursuant to federal, state or local law, or any other indemnity against loss which would but for the existence of this Agreement, indemnify the Beneficiary or Plan.
- G. Loss shall not include ex gratia payments, interest, withholds, or capitation payments paid by the Plan Sponsor.
- H. Any cost of claim payment, investigation, litigation, extra-contractual damages or liability incurred by the Plan or Plan Sponsor.
- I. Expenses due to sickness or injury caused by war.
- J. Expenses incurred while the plan is not in force for a person.
- K. Expenses which are in excess of the usual or customary charge for a service in the locality where performed.
- L. Expenses which are in excess of the Plan benefits.
- M. Expenses resulting from the Plan Sponsor's failure to comply with any legal statute or regulation
- N. Liability assumed by the Plan Sponsor under any contract or service agreement other than the Plan agreed to by FCC.

PART VII DISPUTE RESOLUTION PROCEDURE

- A. Direct Negotiation. The parties agree that any and all disputes arising out of, or relating to, this Agreement shall first be addressed by direct negotiation between the parties. The disputing party shall provide the other party with written notice of the dispute ("Notice of Dispute"), containing a detailed description of the matter in controversy. The parties agree to exercise reasonable commercial efforts to resolve the dispute as soon as practicable.
- B. Mediation. In order for disputes to be resolved promptly and fairly, the parties to this Agreement agree to mediate any disputes following the North Carolina Rules Implementing Statewide Mediated Settlement Conferences in Superior Court Civil Actions. The costs of mediation shall be shared equally by the parties. In no event shall the County be subject to arbitration proceedings. All claims or disputes shall be brought in the General Court of Justice of Moore County, North Carolina.

PART VIII GENERAL PROVISIONS

- A. Form or Content of Agreement. No agent of FCC may change this Agreement or waive any of its contents other than by endorsement signed by both FCC and Plan Sponsor.
- B. Non-Accumulation. Coverage under this Agreement is not accumulative from one Agreement Period to another.
- C. Entire Agreement. This Agreement, including the application, Schedule of Coverage, applicable riders or endorsements and any forms attached hereto as exhibits, constitute the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof.
- D. Legal Actions. No action at law or equity shall be brought to recover on this Agreement prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirement of this Agreement. No such action shall be brought after the expiration of three years after the time written proof of loss is required to be furnished.
- E. No Third Party Beneficiary. This Agreement is solely for the benefit of the Plan parties to this Agreement. It is intended that there be no third party beneficiary. This Agreement shall not create any right or legal relation between FCC and any Beneficiary.
- F. Benefits Not Transferable. This right to benefits under this Agreement cannot be transferred, assigned or delegated, in part or in whole, without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the Plan Sponsor and FCC and their respective successors and heirs, provided that this Agreement (or any part of it) may not be assigned by either party without the prior written consent of the other.
- G. Assignments are not permitted unless both parties agree explicitly in writing., delegation or transfer. Prior to any assignment, delegation, or transfer of this Agreement, FCC will give sixty (60) days prior written notice to the North Carolina Commissioner of Insurance by registered or certified mail.
- H. Audit, Access to Records, and Overpayments. Plan Sponsor's books and records, relating to reinsurance under this Agreement, to the extent permitted by law, shall be made available to FCC and its authorized representatives for inspection and audit during normal business hours, on a date and time mutually agreed to by the parties. Plan Sponsor's books and records shall be maintained and preserved, by the Plan Sponsor, and made available to the FCC in hard copy, during the time this Agreement is in effect and for a period of three (3) years thereafter for each applicable record.

FCC's books and records, relating to reinsurance under this Agreement, to the extent permitted by law, shall be made available to the North Carolina Commissioner of Insurance for audit and review.

If FCC makes a payment for a Loss and it is later determined that a lesser amount should have been paid, FCC shall be entitled to a prompt refund of the excess paid. In no event shall the reinsurance coverage be more than the actual amount for which FCC is liable on any Loss

- I. Severability. If any provision of this Agreement, or its application to any party or circumstance, shall be adjudged by a court or other authority to be invalid or unenforceable, the parties agree that such

judgment shall in no way affect the validity and enforceability of other provisions of this Agreement that reasonably can be given effect apart from that which is invalidated.

- J. Offset. FCC shall have the right to offset any balance or amounts due from the Plan Sponsor under the terms of this Agreement. However, in the event of Insolvency of any party hereto, offset shall only be allowed in accordance with applicable law.
- K. Overpayments and Third Party Liability. The defense of any legal action instituted on a claim for benefits under the Plan to which this Agreement applies shall be the obligation of the Plan Sponsor. FCC, at its own election and expense, shall have the right to participate with the Plan Sponsor in the defense or appeal of any action, suit or proceeding in which FCC, in its sole discretion, determines that it may become involved.

The Plan Sponsor agrees to inform FCC of any legal action instituted on a claim for benefits under the Plan which does or which may involve liability of FCC under this Agreement. Such notification shall be in the form of a written memorandum and shall be accompanied by copies of any summons, subpoenas, pleadings, motions, and/or orders concerning the legal action.

The Plan Sponsor undertakes to prosecute any and all valid claims that the Plan Sponsor may have against third parties including without limitation, amounts identified through claims audit, coordination of benefits, non-duplication of benefits, workers' compensation, and subrogation arising out of any occurrence resulting in a Loss payment by the Plan Sponsor and to account for any amounts recovered.

Any coordination of benefits refunds or third party liability amounts received or recovered by the Plan Sponsor on behalf of the Plan shall be used to pay court costs and attorney fees (if any) and, if such amounts are attributable to claim payments included in the Plan's experience for any Agreement Period during which the attachment point(s) were exceeded, to reimburse FCC for any amount that FCC may have paid or become liable to pay the Plan Sponsor under this Agreement during the then-current Agreement Period year. Thereafter, all remaining amounts shall be credited to the Plan.

- L. Governing Law. This Agreement shall be governed by the laws of the State of North Carolina.

IN WITNESS WHEREOF, the parties hereto by their respective duly authorized officers have executed this Agreement in duplicate as of the dates below:

FIRSTCAROLINACARE INSURANCE COMPANY, INC.

DocuSigned by:
F. Craig Humphrey
By: _____
F1ED5C1090AA47A...
F. Craig Humphrey
President & COO

Date: _____

[PLAN SPONSOR]

DocuSigned by:
By: Francis R. Quis, Jr., Chairman
Francis R. Quis, Jr., Chairman
Moore County Board of Commissioners

Date: _____

PREAUDIT CERTIFICATE

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

DocuSigned by:
Caroline Xiong
Finance Officer

AMENDMENT #1

SCHEDULE OF COVERAGE

Plan Sponsor: Moore County Government

Effective Date: 7/1/2022

X Specific Stop Loss Coverage

Agreement Period: Medical Claims – Incurred Period (07/01/2022 thru 6/30/2023) Paid Period (07/01/2022 thru 6/30/2023)

Claims basis:

 X Incurred and paid during the Agreement Period

Incurred during the Agreement Period and paid within 3 months after the last day of Agreement Period

Specific Losses Deductible (each Beneficiary): \$80,000

Specific Losses Deductible (Aggregate): \$250,000

Excess Risk Limit: Unlimited

Lifetime Maximum (each Beneficiary): Unlimited

X Aggregate Stop Loss Coverage

Agreement Period: Medical Claims (07/01/2022 thru 6/30/2023)

Claims basis:

 X Incurred and paid during the Agreement Period

Incurred during the Agreement Period and paid within 3 months after the last day of Agreement Period

Aggregate Losses Deductible: \$ 7,570,186 Attachment Point

Excess Risk Limit: 115% (\$ 7,570,186) as of 7/1/2022

Based on the following:

Aggregate Attachment Point of \$872.55 PEPM

Stoploss Premiums: \$104.39

Excludes any payments made to or on behalf of existing beneficiary to treat Hemolytic-Uremic Syndrome.

Amendment #1 Schedule of Coverage 07/01/2022-06/30/2023

FIRSTCAROLINACARE INSURANCE COMPANY, INC.

By: 

F. Craig Humphrey
President & COO

Date: 6/7/2022

County of Moore (Plan Sponsor)

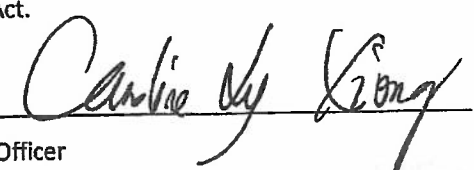
By: 

Francis R. Quis, Jr., Chairman
Moore County Board of Commissioners

Date: 6/21/2022

PREAUDIT CERTIFICATE

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.


Finance Officer

AMENDMENT #2

SCHEDULE OF COVERAGE: 07/01/2023 – 06/30/2024

Plan Sponsor: Moore County Government

Effective Date: 7/1/2023

☒ **Specific Stop Loss Coverage**

Agreement Period: Medical Claims –

- Incurred Period (07/01/2023 thru 6/30/2024)
- Paid Period (07/01/2023 thru 6/30/2024)

Claims basis:

X Incurred and paid during the Agreement Period

Incurred during the Agreement Period and paid within 3 months after the last day of Agreement Period

Specific Losses Deductible (each Beneficiary): \$80,000

Specific Losses Deductible (Aggregate): \$250,000

Excess Risk Limit: Unlimited

Lifetime Maximum (each Beneficiary): Unlimited

☒ **Aggregate Stop Loss Coverage**

Agreement Period: Medical Claims (07/01/2023 thru 6/30/2024)

Claims basis:

X Incurred and paid during the Agreement Period

Incurred during the Agreement Period and paid within 3 months after the last day of Agreement Period

Minimum Aggregate Deductible: \$ 8,232,914

Aggregate Corridor: 115%

Based on the following:

Aggregate Factors:

- | | |
|---------------|---------------------|
| 1. \$609.71 | Employee Only |
| 2. \$1,371.85 | Employee + Spouse |
| 3. \$1,127.96 | Employee + Child |
| 4. \$1,524.28 | Employee + Children |
| 5. \$,1981.56 | Employee + Family |

Stop Loss Premiums:

- | | |
|-------------------|---|
| 1. \$131.30 | Specific Premium |
| 2. <u>\$12.50</u> | <u>Aggregate Premium</u> |
| \$143.80 | TOTAL (Combined Premium for Stop Loss Fixed Costs) |

AMENDMENT #2

SCHEDULE OF COVERAGE: 07/01/2023 – 06/30/2024

Excludes any payments made to or on behalf of existing beneficiary to treat Hemolytic-Uremic Syndrome.

FIRSTCAROLINACARE INSURANCE COMPANY, INC.

By: _____

F. Craig Humphrey

President & Chief Operating Officer

Date: _____

COUNTY OF MOORE (Plan Sponsor)

By: _____

Nick Picerno, Chariman

Moore County Board of Commissioners

Date: _____

PRE-AUDIT CERTIFICATE

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Officer

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Randy Gould, Public Works Director

DATE: June 8, 2023

SUBJECT: Raw Sewage Pumps Purchase – Water Pollution Control Plant

REQUEST:

This request is to approve the sole source purchase and contract to Premier Water, LLC for four (4) Raw Sewage Pumps not to exceed \$975,084.92 and authorize the Chairman to sign the necessary documents to complete the purchase.

BACKGROUND:

The pumps in the Raw Sewage Pump Station have experienced multiple mechanical issues over recent years. They are currently inoperable and are being replaced by bypass pumps at the cost of \$60k/month. The Station is located at the head of the plant in a very aggressive environment that was upgraded 15 years ago. These pumps are most critical to the plant's operation. The replacement pumps are the same as the existing pumps, but with the addition of an impeller and volute coating to prolong the life of the pumps.

A raw sewage bypass pump station is being designed and is planned to be constructed next year to serve as back-up to these pumps.

A project to design the replacement drives for these pumps is currently in progress.

This project is a sole source procurement, as this is the only pump found with the geometry and dimensions to fit into the space provided in the Raw Sewage Pump Station.

IMPLEMENTATION PLAN:

Award the purchase contract of four (4) raw sewage pumps to Premier Water, LLC

FINANCIAL IMPACT STATEMENT:

This expense will be paid from GL account 60040055 59405 Raw Sewage Rehab in the amount of \$975,084.92.

RECOMMENDATION SUMMARY:

Request the Board make a motion to approve the sole source purchase and the contract to Premier Water, LLC for four (4) Raw Sewage Pumps not to exceed \$975,084.92 and authorize the Chairman to sign the necessary documents to complete the purchase.

SUPPORTING ATTACHMENTS:

Quote
Contract
Sole Source Justification Form

STATE OF NORTH CAROLINA

PURCHASE CONTRACT

COUNTY OF MOORE

THIS PURCHASE CONTRACT (this "Contract") is made the 20th day of June, 2023, between Premier Water, LLC., a limited liability company in the State of North Carolina (the "Vendor"), and the County of Moore, a political subdivision of the State of North Carolina (the "County").

1. Exhibits

Exhibit A below is hereby incorporated into and made a part of this Contract. In interpreting this Contract and resolving any ambiguities, the main body of this Contract will take precedence over the Exhibits, and any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below.

Exhibit A: Pricing and Specifications

2. Description of Goods

The Vendor will transfer and deliver to the County, and the County, subject to the conditions set forth in this Contract, will take delivery and accept four (4) Flowserve MN Solids Handling Pumps Model # 14MN24A FR7H/1 and four (4) Immersible Motors meeting the specifications as provided for in the attached Exhibit A, all of which is collectively referred to as the "Goods".

The Vendor agrees that all Goods must fully conform to this Contract and failure to adhere to any portion, including but not limited to, quantity, quality, and time of performance, will constitute a breach of this Contract.

The Vendor will deliver the Goods covered by this Contract to the County on or before **December 31, 2023**. Delivery will be made to the Moore County Water Pollution Control Plant, which is located at 1094 Addor Road, Aberdeen, NC 28315. The parties mutually agree that time is of the essence.

3. Payment to the Vendor

The County will pay the Vendor an amount not to exceed **\$972,844.92**, which includes delivery of the Goods.

The payment amount does not include property taxes and registration fees for the purchase of the vehicles, which the County is responsible for.

4. Inspection

The County will have the right to inspect and test the Goods prior to acceptance.

5. Risk of Loss and Title

Risk of loss and title will pass to the County upon delivery and acceptance of the Goods.

6. Product Recall

In the event of any recall notice, technical service bulletin, or other important notification affecting the Goods, notice will be provided to the County as provided for under Section 22 of this Contract.

7. Warranties

The Vendor represents and warrants that:

- a. It is an incorporation validly existing and in good standing under the laws of the State of North Carolina and is qualified to do business in North Carolina;
- b. It has the requisite corporate power and authority to execute, deliver, and perform its obligations under this Contract;
- c. The Goods comply with all requirements set forth in this Contract;
- d. The Goods are free of defects in title, claims, liens, labor, material, or fabrication;
- e. The Goods are suitable for the purposes intended; and
- f. The Goods are of merchantable quality.

8. Insurance

The Vendor will comply with the North Carolina Workers' Compensation Act and will provide for the payment of workers' compensation to its employees in the manner and to the extent required by the Act. In the event the Vendor is excluded from the requirements of the Act and does not voluntarily carry workers' compensation coverage, the Vendor will carry or cause its employees to carry adequate medical and accident insurance to cover any injuries sustained by its employees or agents during the performance of this Contract.

The Vendor will maintain, at its expense, the following minimum insurance coverage:

General Liability - \$2,000,000
Auto Liability - \$2,000,000
Umbrella Coverage - \$5,000,000

The Vendor agrees to furnish the County proof of compliance with the insurance coverage requirements of this Contract upon request. The Vendor, upon request by the County, will furnish a certificate of insurance from an insurance Vendor, licensed to do business in the State of North Carolina and acceptable to the County, verifying the existence of the insurance coverage required by the County. The certificate will provide for ninety (90) days advance notice in the event of termination or cancellation of coverage.

9. Indemnification

To the fullest extent permitted by law, the Vendor will indemnify and hold harmless the County, its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from the performance of this Contract or the actions of the Vendor, its officials, employees, or contractors under this Contract or under the contracts entered into by the Vendor in connection with this Contract. This indemnification will survive the termination of this Contract.

10. Health and Safety

The Vendor will be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while performing under this Contract.

11. E-Verify

Pursuant to North Carolina General Statute § 143-133.3, E-verify Compliance, the County may not enter into a contract unless the contractor, and the contractor's subcontractors under the contract, comply with the requirements of Article 2 of Chapter 64 of the General Statutes. The Contractor represents and warrants that it is in compliance with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, the Contractor warrants that any subcontractors used by the Contractor will be in compliance with the requirements of Article 2 of Chapter 64 of the General Statutes.

12. Iran Divestment Act

The Contractor certifies that: (i) the Contractor is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58 (the "Final Divestment List"). The Final Divestment List can be found on the State Treasurer's website at the address <https://www.nctreasurer.com/office-state-treasurer/divestment-and-do-not-contract-rules>. Any contract in violation of this Act is void.

13. Divestment from Companies Boycotting Israel Act

This Contractor certifies that the Contractor is not identified as an entity by the North Carolina Secretary of State that is engaged in a boycott of the State of Israel pursuant to NCGS, Article 6G, Chapter 147. The Final Divestment List can be found on the State Treasurer's website at <https://www.nctreasurer.com/office-state-treasurer/divestment-and-do-not-contract-rules>. Any contract in violation of this Act is void.

14. Governing Law

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of the State of North Carolina. All actions relating to this Contract in any way will be brought in the General Courts of Justice in the County of Moore and the State of North Carolina.

15. Breach; Termination of the Contract

In the event the Vendor breaches the terms of this Contract by one of the following, the County may, by written notice to the Vendor, cancel all or any part of this Contract or exercise any other remedy allowed by law:

- a. Non-delivery, as required;
- b. Not providing adequate assurance of performance; or
- c. Breaches any term or condition of this Contract.

This Contract is subject to the availability of funds to purchase the specified Goods and may be terminated at any time during the term upon thirty (30) days' notice if such funds become unavailable.

16. Successors and Assigns

The Vendor will not assign its interest in this Contract without the written consent of the County. The Vendor has no authority to enter into contracts on behalf of the County.

17. Drug Free Work Place

The Vendor shall conduct business as a Drug Free Workplace. The Vendor and its sub-contractors shall provide notice to their employees and sub-contractors as required under the Drug-Free Workplace Act of 1988. A copy of Vendor's Drug-Free Workplace Policy shall be furnished to the County upon request.

18. Compliance with Laws

The Vendor represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented.

19. Notices

All notices which may be required by this Contract or any rule of law will be effective when received by certified mail sent to the following addresses:

COUNTY OF MOORE: MOORE COUNTY WATER POLLUTION CONTROL PLANT
ATTN: RANDY GOULD, DIRECTOR
P.O. BOX 905
CARTHAGE, NC 28327

VENDOR: PREMIER WATER, LLC.
ATTN: LEGAL
160 MINE LAKE CT STE 200
RALEIGH, NC 27615

20. Audit Rights

For all Services being provided under this Contract, the County has the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of this Contract. Audits will take place at times and locations mutually agreed upon by both parties. The Vendor must make the materials to be audited available within one (1) week of the request for them.

21. County Not Responsible for Expenses

The County will not be liable to the Vendor for any expenses paid or incurred by the Vendor unless otherwise agreed to in writing.

22. Equipment

The Vendor will supply, at its sole expense, all equipment, tools, materials, and supplies required to perform under this Contract unless otherwise agreed in writing.

23. Non-Waiver

The failure by one party to require performance of any provision of this Contract will not affect that party's right to require performance at any time thereafter or to enforce other remedies available to it by law or under this Contract. In addition, no waiver of any breach or default of this Contract will constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

24. Entire Agreement

This Contract and all exhibits provided for in Section 1 constitute the entire understanding between the parties and supersedes all prior understandings and agreements, whether oral or written, relating to the subject matter hereof.

25. Amendment

This Contract may only be amended by the written mutual agreement of the parties.

26. Drafted by Both Parties

This Contract is deemed to have been drafted by both parties and no interpretation will be made to the contrary.

27. Headings

Subject headings are for convenience only and will not affect the construction or interpretation of any provision.

The parties have expressed their agreement to these terms by causing this Contract to be executed by their duly authorized officers or agents. This Contract is effective as of the date first written above.

PREMIER WATER, LLC

Steven C. Young
President

COUNTY OF MOORE

ATTEST

Nick Picerno, Chairman
Board of Commissioners

Laura M. Williams
Clerk to the Board

PREAUDIT CERTIFICATE

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Officer



4201-K Stuart Andrews Blvd.

Charlotte, NC 28218

Ph: 704-523-4048

Quote #: Q061223-1

Date: 6/12/2023

Customer: Moore County

Ship To: _____

Attn: _____

Reference: _____

Item	Quantity	Item Description	Price	Extension
1	4	Flowserve MN Solids Handling Pumps	185,527.00	742,108.00
		Model #: 14MN24A FR7H/1		0.00
		Est. Delivery: 28 Weeks		0.00
		TEFC Motor Option Included		0.00
				0.00
1	4	Adder for Immersible Motor	33,362.00	133,448.00
1	4	Adder for Belzona Ceramic Coating on Pump Bowl & Impeller	8,000.00	32,000.00
				0.00
1	1	Est. Freight	4,000.00	4,000.00
1	1	Sales Tax (7.00%)	61,288.92	61,288.92
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
			Total	\$ 972,844.92

Terms: Net 30 Days

Quote Valid For: 60 Days

F.O.B. CIP Jobsite

Quoted By: M. Young

Delivery: TBD

SOLE SOURCE JUSTIFICATION FORM

(For items equal to or greater than \$30,000.00)

Vendor: Premier Water

Item: 4x Flowserve MN Solids Handling Pumps/Immersible Motors

Estimated expenditure for the Above Item: \$ \$975,084.92

INITIAL ALL ENTRIES BELOW THAT APPLY TO THE PROPOSED PURCHASE. ATTACH A MEMO CONTAINING JUSTIFICATION AND SUPPORT DOCUMENTATION.

1. SR Sole source is for the original manufacturer or provider, there are no area distributors.
2. SR The parts/equipment are not interchangeable with similar parts of another manufacturer.
3. SR This is the only known item or service that will meet the specialized needs of this department or perform the intended function.
4. _____ The parts/equipment are required from this source to permit standardization.
5. _____ None of the above apply. Please comment below or attach a detailed explanation and justification for this sole source.

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the material or service described in this sole source justification be authorized as a sole source for the material or service.

Form Preparer:  Date: 06/12/2023

Director:  Date: 06/12/2023

Chairman of the Board: _____ Date: 06/12/2023

VIII.D.
Agenda Item:
Meeting Date: June 20, 2023

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Tiffany McCormick
Moore County Transportation Services, Administrative Officer II

DATE: June 7, 2023

SUBJECT: FY 2023-2024 Contract for Services between Moore County
Transportation Services and Monarch

PRESENTER: Sonia Biggs
Moore County Transportation Services, Transportation Director

REQUEST:

A request to the Board of County Commissioners to approve the Contract for Services between Moore County Transportation Services and Monarch. The term of the contract is from July 1, 2023 through June 30, 2024 at the reimbursement rate of \$2.04 per mile.

BACKGROUND:

Monarch applies for the 5310 Capital-Purchase of Service funding from the North Carolina department of Transportation for “Enhanced Mobility of Seniors and Individuals with Disabilities” each fiscal year. Monarch was awarded the grant.

IMPLEMENTATION PLAN:

Upon approval of the Contract for Services, Moore County Transportation Services will begin providing services.

FINANCIAL IMPACT STATEMENT:

Moore County Transportation Services will receive a reimbursement rate of \$2.04 per mile.

RECOMMENDATION SUMMARY:

Make a motion to approve the contract for services between Moore County Transportation Services and Monarch and authorize the Chairman to execute the documents.

SUPPORTING ATTACHMENTS:

Contract for Services between Moore County Transportation Services and Monarch.

STATE OF NORTH CAROLINA

CONTRACT FOR SERVICES

COUNTY OF MOORE

This Contract is entered into the 1st day of July, 2023, between the County of Moore, a political subdivision of the State of North Carolina (the "County"), and Monarch, a non-profit formed under the laws of the State of North Carolina

1. SERVICES TO BE PROVIDED AND AGREED CHARGES

The County agrees to provide services contained in this Contract pursuant to the provisions and specification identified in Attachment 1. Monarch agrees to pay for services contained in this Contract pursuant to the provisions and specifications identified in Attachment 1. Attachment 1 is attached to this Contract and incorporated by reference herein.

2. TERM OF CONTRACT

The term of this Contract is from July 1, 2023 through June 30, 2024.

3. IDEMNITY

To the fullest extent permitted by laws and regulations, Monarch will indemnify and hold harmless the County and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professional and costs related to court action or arbitration) arising out of or resulting from the performance of this Contract or the actions of Monarch or its officials, employees, or contractors under this Contract or under the contracts entered into by Monarch in connection with this Contract. This indemnification shall survive the termination of this Contract.

4. GOVERNING LAW

This Contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the County of Moore and the State of North Carolina.

5. TERMINATION OF AGREEMENT

This Contract may be terminated, without cause, by either party, upon thirty (30) days written notice to the other party. This termination notice period shall begin upon receipt of the notice of termination. Such a termination does not bar either party from pursuing a claim for damages for breach of Contract.

This Contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this Contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties shall be entitled to such additional rights and remedies as may be allowed by relevant law.

Termination of this Contract, either with or without cause, shall not form the basis of any claim for loss of anticipated profits by either party.

6. SUCCESSORS AND ASSIGNS

Monarch shall not assign its interest in this Contract without the written consent of County. Monarch has no authority to enter into contracts on behalf of County.

7. NOTICES

All notices which may be required by this Contract or any rule of law shall be effective when received by certified mail sent to the following addresses:

COUNTY OF MOORE: MOORE COUNTY TRANSPORTATION SERVICES
ATTN: SONIA BIGGS, DIRECTOR
P.O. BOX 905
CARTHAGE, NC 28327

MONARCH: MONARCH
ATTN: PEGGY TERHUNE
350 PEE DEE AVE.
ALBERMARLE, NC 28001

8. COUNTY NOT RESPONSIBLE FOR EXPENSES

County shall not be liable to Monarch for any expenses paid or incurred by Monarch unless otherwise agreed in writing.

9. ENTIRE AGREEMENT

This Contract and Attachment 1 constitute the entire understanding between the parties and supersedes all prior understandings and agreements, whether oral or written, relating to the subject matter hereof.

10. AMENDMENT

This Contract may only be amended by the written mutual agreement of the parties.

11. DRAFTED BY BOTH PARTIES

This Contract is deemed to have been drafted by both parties and no interpretation will be made to the contrary.

12. HEADINGS


Subject headings are for convenience only and will not affect the construction or interpretation of any provision.

The parties have expressed their agreement to these terms by causing this Contract to be executed by their duly authorized officers or agents. This Contract is effective as of the date first written above.

COUNTY OF MOORE

MONARCH

Nick Picerno, Chairman
Board of Commissioners

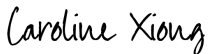
DocuSigned by:

6415F3E8534B4EE...
Peggy Terhune, Ph.D. CEO

ATTEST

Laura M. Williams
Clerk to the Board

PREAUDIT CERTIFICATE

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

DocuSigned by:

1559291833E944E...

Caroline Xiong
Finance Officer

SCOPE OF SERVICES

1. The County will:
 - A. Provide all administrative and related services to ensure reliable transportation at the lowest possible cost;
 - B. Schedule all services on a vehicle or space available basis;
 - C. Provide transportation to passengers authorized by Monarch and bill Monarch on a monthly basis, utilizing an itemized invoice;
 - D. Ensure that specified liability, collision and comprehensive insurance coverage are in force and all County vehicles used to provide services under this Contract;
 - E. Immediately notify Monarch of accidents or incidents involving any vehicles and passengers authorized by Monarch, whether or not damage or injury results, and make a detailed report of the accident or incident to the director of Monarch;
 - F. Adhere to the holiday schedule adopted by the County for its offices;
 - G. For the purposes of weather cancellations, the County will close as directed by the County's policy; and
 - H. Provide "curb to curb" service. Drivers will assist passengers from the curb to the vehicle and from the vehicle to the curb. Drivers are not allowed to leave their vehicle to assist passengers to and from buildings. Passengers who need assistance beyond boarding and exiting from the vehicle should arrange for that assistance.
2. Monarch will:
 - A. Call in appointments two business days prior to the date service is requested;
 - B. Provide a Client Registration and Release/Waiver of Liability form for new riders;
 - C. Reimburse the County for transportation services as follows:
 1. The County will be reimbursed at the rate of \$2.04 per mile;
 2. In the event that the scheduled passenger is a No-Show, Monarch will be charged the passenger's pro rata share for the scheduled trip; and

The definition of a No-Show is: a client is scheduled for pickup by MCTS; the client, for any reason other than medical circumstances for self and family, is either not at the appointed address or refuses the scheduled trip; and, MCTS was not notified 24 hours before the requested appointment time.

ATTACHMENT 1

3. Billing Invoice: Monarch will be responsible to review all billing invoices and notify Moore County Transportation Services of any discrepancies within ten (10) days of the date of the billing invoice. After ten (10) days, if no charges are disputed, all charges will be deemed accepted by Monarch and will be the responsibility of Monarch; and
4. Payment will be made to the County within thirty (30) days of the date of the billing invoice.

D. In no event will the County be liable or responsible for the following:

1. Failure of the County to pick up or drop-off Monarch's passenger at the appointed time and location when the failure is due to incorrect or inadequate information provided to the County by Monarch; and
2. Failure of Monarch's passenger to be properly cared for before pickup or after drop-off at the locations specified by Monarch.

Certificate Of Completion

Envelope Id: BA4E2EB926DF488C8D06674B7E534703

Status: Sent

Subject: Complete with DocuSign: Monarch Final Transportation 23-0290.pdf

Source Envelope:

Document Pages: 5

Signatures: 2

Envelope Originator:

Certificate Pages: 6

Initials: 0

Melinda Hill

AutoNav: Enabled

mhill@moorecountync.gov

Envelopeld Stamping: Enabled

IP Address: 184.2.42.2

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Record Tracking

Status: Original

Holder: Melinda Hill

Location: DocuSign

6/6/2023 2:48:44 PM

mhill@moorecountync.gov

Signer Events**Signature****Timestamp**

Sonia Biggs

Completed

Sent: 6/6/2023 2:57:03 PM

sbiggs@moorecountync.gov

Viewed: 6/6/2023 3:28:38 PM

Security Level: Email, Account Authentication
(None)

Using IP Address: 184.2.42.2

Signed: 6/6/2023 3:29:29 PM

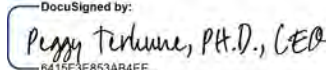
Electronic Record and Signature Disclosure:

Accepted: 6/6/2023 3:28:38 PM

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Peggy Terhune, PH.D., CEO

DocuSigned by:



6415F3E853AB4EE...

Sent: 6/6/2023 3:29:30 PM

Peggy.Terhune@monarchnc.org

Viewed: 6/7/2023 7:14:55 PM

President/CEO

Signed: 6/7/2023 7:15:05 PM

Monarch

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication
(None)

Using IP Address: 98.26.151.223

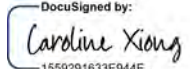
Electronic Record and Signature Disclosure:

Accepted: 6/7/2023 7:14:55 PM

ID: 2d8f1c81-0778-4baa-8b51-e38457aaaaa3

Caroline Xiong

DocuSigned by:



1559291633E944E...

Sent: 6/7/2023 7:15:07 PM

cxiong@moorecountync.gov

Viewed: 6/8/2023 11:06:08 AM

Finance Directo

Signed: 6/8/2023 11:06:25 AM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 184.2.42.2

Electronic Record and Signature Disclosure:

Accepted: 2/11/2020 11:10:53 AM

ID: 8334da48-b01d-4e85-80e0-57ff4b8596e9

Laura Williams

clerktoboard@moorecountync.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp**

In Person Signing Host:

Laura Williams

Sent: 6/8/2023 11:06:26 AM

clerktoboard@moorecountync.gov

In Person Signer:

Nick Picerno

Security Level: In Person

In Person Signer Events	Signature	Timestamp
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Caroline Xiong

cxiong@moorecountync.gov

Finance Directo

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 2/11/2020 11:10:53 AM
ID: 8334da48-b01d-4e85-80e0-57ff4b8596e9

COPIED

Sent: 6/6/2023 2:57:04 PM

Laura Williams

clerktoboard@moorecountync.gov

Clerk to the Board

County of Moore

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

COPIED

Sent: 6/6/2023 2:57:06 PM

Melinda Hill

mhill@moorecountync.gov

Law Office Manager

Moore County, County Attorney's Office

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

COPIED

Sent: 6/6/2023 2:57:04 PM

Misty Leland

mistyleland@moorecountync.gov

County Attorney

County of Moore

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

COPIED

Sent: 6/6/2023 2:57:05 PM

Terra Vuncannon

tvuncannon@moorecountync.gov

Purchasing Manager

Moore County

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

COPIED

Sent: 6/6/2023 2:57:05 PM

Carbon Copy Events	Status	Timestamp
Tiffany McCormick tmccormick@moorecountync.gov Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 6/6/2023 2:57:05 PM Viewed: 6/6/2023 3:12:14 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/6/2023 2:57:06 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure		
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From time to time, Carahsoft obo County of Moore - IT Department (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact Carahsoft obo County of Moore - IT Department:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: cbutts@moirecountync.gov

To advise Carahsoft obo County of Moore - IT Department of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at cbutts@moirecountync.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Carahsoft obo County of Moore - IT Department

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to cbutts@moirecountync.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft obo County of Moore - IT Department

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to cbutts@moirecountync.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Carahsoft obo County of Moore - IT Department as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Carahsoft obo County of Moore - IT Department during the course of my relationship with you.

VIII.E.
Agenda Item:
Meeting Date: June 20, 2023

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Tiffany McCormick
Moore County Transportation Services Administrative Officer II

DATE: May 26, 2023

SUBJECT: Monarch FY2024/2025 Memorandum of Understanding

PRESENTER: Sonia Biggs
Moore County Transportation Services Director

REQUEST:

This is a request to approve the FY2024/2025 Memorandum of Understanding with Moore County Transportation Services and Monarch.

BACKGROUND:

Monarch is applying for funding from the NCDOT 5310 capital grant opportunity for “Enhanced Mobility for Seniors and Individuals with Disabilities” for FY2024/2025. If the grant is awarded, Moore County Transportation Services will provide the transportation services for people with intellectual and developmental disabilities as they travel to and from Monarch’s Creative Arts and Community Center in Southern Pines, for the purposes of education, therapeutic and recreational activity, community interaction and employment support. A Memorandum of Understanding with Moore County Transportation Services approved by the Board of Commissioners is required with the grant application submittal.

IMPLEMENTATION PLAN:

The Memorandum of Understanding will be effective upon approval by the Board of Commissioners and will be forwarded to Monarch.

FINANCIAL IMPACT STATEMENT:

Approval of the Memorandum of Understanding will not have a financial impact on FY2024/2025 budget.

RECOMMENDATION SUMMARY:

Make a motion to approve the Memorandum of Understanding between Moore County Transportation Services and Monarch.

SUPPORTING ATTACHMENTS:

Memorandum of Understanding Moore County Transportation Services and Monarch.



MEMORANDUM OF UNDERSTANDING

Monarch is applying for 5310 Capital – Purchase of Service funding from the North Carolina Department of Transportation for “Enhanced Mobility for Seniors and Individuals with Disabilities” in FY2025. If awarded, funding will provide for purchase of transportation services from Moore County Transportation Services, the FTA 5311 recipient for Moore County, North Carolina. The grant provides funding for transportation for people with intellectual and developmental disabilities as they travel to and from Monarch’s Creative Arts and Community Center in Southern Pines, for the purposes of education, therapeutic and recreational activity, community interaction and employment support.

Beginning July 1, 2024, Moore County Transportation Services will provide transportation services for Monarch and will assume the role of the 3rd party contractor to provide transportation services for Monarch through June 30, 2025. Monarch will be invoiced by Moore County Transportation Services and will pay Moore County Transportation Services directly. Monarch will submit appropriate documentation to the NCDOT for reimbursement per the grant funding requirements. (Services provided must cover the grant period of performance.)

The fee schedule for the purchase of service is as follows: Transportation costs and fee schedules will be determined prior to the start of the fiscal year and will be outlined in an official contract for 2024-2025 to be signed by both Monarch and Moore County Transportation Services.

As an FTA 5311 transportation provider, Moore County Transportation has read and agrees to comply with all federal and state requirements, policies, and provisions contained in the Federal and State Requirements and Special Conditions for Operations and Management Contracts provided with this memorandum.

Monarch
350 Pee Dee Ave., Albemarle, NC 28001
Peggy Terhune, Ph.D. CEO

County of Moore
PO Box 905, Carthage, NC 28327
Nick Picerno, Chairman, Board of
Commissioners

Peggy Terhune, Ph.D. CEO

Nick Picerno, Chairman, Board of
Commissioners

Date: _____

Date: _____

Attested By: _____

Attested By: _____

Person Authorized to Submit Grant:

Carol Shinn, Grants & Foundation Relations Manager
carol.shinn@monarchnc.org
704-986-1853

Contact Information:

Sonia Biggs, Director
Moore County Transportation Services
910-947-7162, sbiggs@moorecountync.gov

Agenda Item: VIII.F.
Meeting Date: 06/20/2023

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Sonia Biggs
Moore County Transportation Services (MCTS), Transportation Director

DATE: June 2, 2023

SUBJECT: FY 2024-2025 Unified Grant Application: Phase I - Pre-Application Documents

PRESENTER: Sonia Biggs

REQUEST:

This is a request to review and approve / sign the necessary FY 2024-2025 Unified Grant Application's Phase I Pre-Application documents.

BACKGROUND:

The Governor has designated the North Carolina Department of Transportation (NCDOT) as its principal authority and administrator of the Federal Transit Administration's (FTA) transit funds for projects in the rural and small urban areas of North Carolina. Where applicable, the NCDOT's Integrated Mobility Division (IMD) administers these programs.

During FY 2023-2024, NCDOT IMD converted to a consolidated process that they are calling the Unified Grant Application (UGA), which streamlines the process for applying for rural and small urban area transit funding. There are three phases to the UGA: 1) Pre-Application; 2) Application, 3) Contracting & Compliance.

Therefore, MCTS will follow the new UGA process to apply for funding. Typically, this funding has been obtained through the 5311 Community Transportation Program (CTP) grant, which covers administrative and capital expenses. To be able to proceed in the grant process to apply for the 5311 CTP grant - as well as any other eligible grants - MCTS must complete the Pre-Application (Phase I), which includes certain documents that must be signed by the Chair of the Moore County Board of Commissioners.

Once MCTS has submitted all of the necessary FY 2024-2025 UGA Phase I Pre-Application documents to NCDOT IMD, the assigned IMD Regional Grant Specialist will review the provided documents and issue a Pre-Application Approval Letter once reviews are completed. MCTS will then be able to move forward to Phase II – Application to apply for any eligible grants.

IMPLEMENTATION PLAN:

Upon approval and signature, the necessary FY 2024-2025 UGA Phase I Pre-Application documents will be submitted to the North Carolina Department of Transportation's Integrated Mobility Division for their review and approval to move forward in the grant process.

FINANCIAL IMPACT STATEMENT:

If unable to submit the necessary documents, MCTS will not be able to obtain grant funding.

RECOMMENDATION SUMMARY:

Make a motion to approve the submittal of the necessary FY 2024-2025 Unified Grant Application's Phase I Pre-Application documents to the North Carolina Department of Transportation's Integrated Mobility Division and allow the Chair to sign all documents associated with this request.

SUPPORTING ATTACHMENTS:

FY 2024-2025 Unified Grant Application Phase I Pre-Application Documents to be signed, along with information on the new UGA process:

- FY25 UGA Overview
- FY25 UGA Pre-Application Quick Reference Guide (Phase I)

Signature Required:

- DBE Certification Form
- Equal Employment Opportunity (EEO) Form
- Title VI Certification
- Delegation of Authority Form
- Anticipated DBE

FY25 UNIFIED GRANT APPLICATION OVERVIEW

NCDOT Integrated Mobility Division (IMD) has revised the FY25 Unified Grant Application (UGA) based on your feedback with the same goal: to simplify, streamline, and modernize the process by which applicants apply for state-administered transit funds. Training will be held in March 2023 and Regional Grant Specialists are available for additional guidance throughout the process.

The UGA is organized according to three phases: 1) Pre-Application, 2) Application, and 3) Contracting & Compliance.



What's New to FY25

- Included the FY25 Capital Cost of Contracting in the UGA
- Added systematic set of scoring criteria for funding determinations in 5310 Programs
- Updated the Combined Capital Program to include electric vehicles and infrastructure
- Modified the Mobility Manager Program to no longer require three-county participation and have an 80/10/10 funding split

Benefits for Applicants



Simplifies the application process by integrating nearly all IMD grant programs into a single process



Streamlines the application process by combining background information, program eligibility, eligible expenditures, and application steps into a single document



Modernizes the application process using Smartsheet forms and DocuSign

Key Dates

The application window opens **April 3, 2023** and applications are due **October 6, 2023**.

DATES	TASK/EVENT
April 3, 2023	Grant Application Package Distributed
April 3 – October 6, 2023	Regional Grant Specialists Available to Assist Grantees with Questions
June 2, 2023	Pre-Application Due to NCDOT
July 3, 2023	Program Applications in EBS Open
October 6, 2023	EBS Grant Application Due to NCDOT
October – December, 2023	Grant Application Review Process
January – April 2024	IMD makes funding recommendation to NCDOT Board of Transportation
February – June 2024	FTA grant review and award for federal funding
July 1, 2024	Effective date of one year grant agreement

For questions, please contact Carolyn Freitag, Grants Administrator: cmfreitag@ncdot.gov

FY25 UGA Pre-Application Quick Reference Guide (Phase 1)

Pre-Applications due June 2, 2023
Program Applications in EBS open July 3, 2023.
Program EBS Applications due October 6, 2023

Step 1: Click and complete the [Pre-Application Registration Form \(smartsheet.com\)](#)

Step 2: Sub-Recipient will receive an email from the assigned Regional Grant Specialist (RGS). The email contains a hyperlink to a customized Smartsheet workspace for your organization. The Sub-Recipient will complete and attach all required documents below in this Smartsheet workspace. Templates for documents can be accessed and downloaded from [UGA Website](#)

- 2a - Transportation Advisory Board Composition
- 2b - Conflict of Interest Policy
- 2c - UEI Annual Registration
- DBE Certification Form (Smartsheet.com)*
- Equal Employment Opportunity (EEO) Form (Smartsheet.com)*
- Title VI Certification (Smartsheet.com)*
- Delegation of Authority Form (Smartsheet.com)*
- Anticipated DBE (Smartsheet.com)*

**These documents are completed through Smartsheet. Click the [hyperlink](#) and complete the required information in the form. Once the form is submitted, the transit director will receive an email to sign and date the completed PDF forms. The transit director will then upload the signed and completed documents into the organization's dedicated Smartsheet workspace.*

If your organization is a non-profit, please complete and upload the additional documentation to the Smartsheet workspace. (If not a non-profit, skip this section).

- IRS Letter
- Articles of Incorporation
- By-Laws
- Members of Board of Directors

Step 3: The Pre-Application phase is **COMPLETE** after all documents listed above have been submitted to your organization's Smartsheet workspace. The RGS will review all documents for completeness and accuracy and notify you if corrections are required. After reviews are complete, the RGS will email a **Pre-Application APPROVAL LETTER**.

Note: For detailed instructions, please refer to the [UGA Guidance](#) on the IMD website. 5311 allocations will not be disbursed until required documents are completed.

UNIFIED GRANT APPLICATION

DBE GOOD FAITH EFFORTS CERTIFICATION

This is to certify that in all purchase and contract selections (*Legal Name of Applicant*) County of Moore is committed to and shall make good faith efforts to purchase from, and award contracts to, Disadvantaged Business Enterprises (DBEs).

DBE good faith efforts will include the following items that are indicated by check mark(s) or narrative:

Required by IMD	Check all that apply	Description
*	<input checked="" type="checkbox"/>	Write a letter/email to Certified DBEs in the service area to inform them of purchase or contract opportunities;
*	<input checked="" type="checkbox"/>	Document telephone calls, emails and correspondence with or on behalf of DBEs;
	<input type="checkbox"/>	Advertise purchase and contract opportunities on local TV Community Cable Network:
*	<input checked="" type="checkbox"/>	Request purchase/contract price quotes/bids from DBEs;
	<input checked="" type="checkbox"/>	Monitor newspapers for new businesses that are DBE eligible
*	<input checked="" type="checkbox"/>	Encourage interested eligible firms to become NCDOT certified. Interested firms should contact the office of contractual services at (919) 707-4800 for more information
*	<input checked="" type="checkbox"/>	Encourage interested firms to contact the Office of Historically Underutilized Businesses at (919) 807-2330 for more information
*	<input checked="" type="checkbox"/>	Consult NCDOT Certified DBE Directory. A DBE company will be listed in the DBE Directory for each work type or area of specialization that it performs. You may obtain a copy of this directory at https://www.ebs.nc.gov/VendorDirectory/default.html
	<input type="checkbox"/>	Other efforts: Describe:

You may obtain a copy of the USDOT Disadvantaged Business Enterprise Program Title 49 Part 26 at <https://www.ebs.nc.gov/VendorDirectory/default.html>

Reminder: Documentation of all good faith efforts shall be retained for a period of five (5) years following the end of the fiscal year.

I certify that, to the best of my knowledge, the above information describes the DBE good faith efforts.

06/20/2023

Signature of Authorized Official

Date

Nick Picerno, Chair, Moore County Board of Commissioners

Type Name and Title of Authorized Official

UNIFIED GRANT APPLICATION

EEO QUESTIONNAIRE

Threshold Requirements: Any applicant, recipient, or sub-recipient is required to comply with program requirements in Chapter III if it meets the following thresholds:

- a. Employees 100 (+) or more transit-related employees*; and
- b. Requests or receives capital or operating assistance under Sections 3, 4(i), or 9 of the FTA; assistance under 23 U.S.C. 142(a)(2) or 23 U.S.C. 103(e)(4), or any combination thereof, in excess of \$1 million in the previous Federal fiscal year; or
- c. Request and receives planning assistance under Sections 8 and/or 9 in excess of \$250,000 in the previous Federal fiscal year.

Transit systems with 50 – 99 employees must keep a plan on file for review at next site visit.

Name of Organization:

Moore County

Organization Type:

Transit Agency

TrAMS ID: _____ (if applicable)

1. How many employees do you have in your organization? _____
2. How many of those employees are *transit related? _____

*A transit related employee is an employee of an FTA applicant, recipient, or subrecipient who is involved in an aspect of an agency's mass transit operation funded by FTA. For example, a city planner involved in a planning bus route would be counted as part of the recipient's work force, but a city planner involved in land use would not be counted.

****If EEO requirement is not applicable check here ☒, sign below, and submit, otherwise complete remaining questions.**

I declare (or certify, verify, or state) that the foregoing is true and correct.

Applicant Name _____

Date 06/20/2023

Title _____

UNIFIED GRANT APPLICATION

3. Does your agency submit an EEO Program? _____
If yes, what is the date of your last submission? _____
4. Does your agency submit an Abbreviated EEO Program? _____
If yes, what is the date of your last submission? _____
5. Do you contract out any of your transit services? No _____
If no, skip to question 7. If yes,
a. What is the name of agency (s)? _____
b. How many transit employees does the agency have? _____
c. Does the agency submit an EEO Program/Abbreviated EEO Program to you? _____
If yes, what is the date of their last EEO/Abbreviated EEO submission? _____
6. What is the date of your last Triennial Review (If applicable)? _____
a. Were there any deficiencies? _____
If yes, in what area(s) _____
b. Are any of the deficiencies still open? _____
If yes, in what area(s)? _____
7. Has your agency participated in an EEO compliance review? If yes, what is the date of your last EEO compliance review? _____
a. Were there any deficiencies? _____

UNIFIED GRANT APPLICATION

If yes, in what area(s)

b. Are any of the deficiencies still open? _____

If yes, in what area(s)?

I declare (or certify, verify, or state) that the foregoing is true and correct.

Applicant Name _____

Date 05/30/23 _____

Title _____

UNIFIED GRANT APPLICATION

TITLE VI PROGRAM REPORT
SECTION 5311, 5310, 5339, Combined Capital, 5307 or State Funds Call for ProjectsLegal Name of Applicant: County of Moore
(Complete either Part A or Part B; and Part C)**Part A – No complaints or Lawsuits Filed**I certify that to the best of my knowledge, No complaints or lawsuits alleging discrimination have been filed against
Moore County (*Transit System Name*) during the period **July 1, 2022 through June 30, 2023.**06/20/2023Signature of Authorized OfficialDateNick Picerno, Chair, Moore County Board of CommissionersType Name and Title of Authorized Official**Part B – Complaints or Lawsuits Filed**I certify that to the best of my knowledge, the below described complaints or lawsuits alleging discrimination have been filed against
 (*Transit System Name*) during the period **July 1, 2022 through June 30, 2023.**

Complainant Name/Address/Telephone Number	Date	Description	Status/Outcome

(Attach an additional page if required.)

Signature of Authorized OfficialDateNick Picerno, Chair, Moore County Board of CommissionersType Name and Title of Authorized Official**Part C - Title VI Plan**Do you currently have a Title VI Plan: YesDate of last plan update: 11/01/22

UNIFIED GRANT APPLICATION

FY 2025 DELEGATION OF AUTHORITY

Date: . 06/20/2023

I, Nick Picerno

Chair

as the designated party for
Moore County

with authority to submit funding applications and enter into contracts with the North Carolina Department of Transportation and execute all agreements and contracts with the NCDOT Integrated Mobility Division, hereby delegate authority to the individual(s) filling the positions as indicated below:

Primary Designee: Sonia Biggs/Transportation Director
Moore County Transportation Services

Reimbursement Requests:	<input checked="" type="checkbox"/> YES
Budget Revisions:	<input checked="" type="checkbox"/> YES
Budget Amendments:	<input type="checkbox"/> YES
Period of Performance Extensions:	<input checked="" type="checkbox"/> YES
Other	<input type="checkbox"/> YES

Alternate Designee #1: Caroline Xiong/Chief Finance Officer
Moore County Finance Department

Reimbursement Requests:	<input checked="" type="checkbox"/> YES
Budget Revisions:	<input checked="" type="checkbox"/> YES
Budget Amendments:	<input type="checkbox"/> YES
Period of Performance Extensions:	<input type="checkbox"/> YES
Other	<input type="checkbox"/> YES

Alternate Designee #2: Tiffany McCormick
Moore County Transportation Services

Reimbursement Requests:	<input checked="" type="checkbox"/> YES
Budget Revisions:	<input checked="" type="checkbox"/> YES
Budget Amendments:	<input type="checkbox"/> YES
Period of Performance Extensions:	<input checked="" type="checkbox"/> YES
Other	<input type="checkbox"/> YES

Signature

UNIFIED GRANT APPLICATION

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
INTEGRATED MOBILITY DIVISION

DBE/MBE/WBE/HUB ANTICIPATED VENDOR AWARDS in FY 2025

APPLICANT'S NAME: Moore County PERIOD COVERED

E-MAIL ADDRESS: sbiggs@moorecountync.gov From: 07/01/2024

VENDOR NUMBER: 30233 To: 06/30/2025

We expect to utilize the following list of DBE/MBE/WBE/HUB Vendors in FY 2025:

DBE/MBE/WBE/HUB Vendor/Subcontractor's Name	Mailing Address City, State, Zip	ID# from NCDOT Website	Describe Service/ Item to be Purchased	Anticipated Expenditure (\$)
				TOTAL

The above list includes the DBE/MBE/WBE/HUB Vendors the applicant expects to utilize in FY 2025. No

Signature of Authorized Official

Date

IX.A.
Agenda Item:
Meeting Date: 06/20/2023

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Laura M. Williams, Clerk
DATE: 06/13/2023
SUBJECT: Appointments / Town of Cameron Planning Board ETJ

REQUEST:

Appoint ETJ member to the Town of Cameron Planning Board.

BACKGROUND:

The Town of Cameron Board of Commissioners has requested the appointment of Sean Long of 395 Read Road as an ETJ member of the Town's Planning Board for a three-year term.

IMPLEMENTATION PLAN:

Clerk will notify Town officials of the appointment.

RECOMMENDATION SUMMARY:

Make a motion to appoint Sean Long as an ETJ member of the Town of Cameron Planning Board for a three-year term.

Agenda Item: IX.B.
Meeting Date: 06/20/2023

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Laura M. Williams, Clerk
DATE: 06/13/2023
SUBJECT: Appointments / Town of Vass Board of Adjustment ETJ

REQUEST:

Appoint ETJ member to the Town of Vass Board of Adjustment.

BACKGROUND:

The Town of Vass has made request for appointment of Roderick Bridgers of 2765 US Hwy 1 as an ETJ member of the Town's Board of Adjustment for a term that will run concurrently with his term as an ETJ member of the Town's Planning Board. That term commenced March 2022.

IMPLEMENTATION PLAN:

Clerk will notify Town officials of the appointment.

RECOMMENDATION SUMMARY:

Make a motion to appoint Roderick Bridgers as an ETJ member of the Town of Vass Board of Adjustment for a term to run concurrently with his service on the Town's Planning Board.

Agenda Item: IX.C.
Meeting Date: 06/20/2023

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Laura M. Williams, Clerk
DATE: 06/12/2023
SUBJECT: Appointments / Transportation Advisory Board

REQUEST:

Reappoint four members to the Moore County Transportation Advisory Board.

BACKGROUND:

The current terms of service for TAB members Kelly Greene (Veteran Services), Deb Holmes (Partner Agency), Anthony McCauley (Public), and Terri Prots (Aging) expire June 30.

IMPLEMENTATION PLAN:

Clerk will make notification of appointments and update records.

RECOMMENDATION SUMMARY:

Make a motion to reappoint Kelly Greene, Deb Holmes, Anthony McCauley, and Terri Prots to the Transportation Advisory Board for three-year terms expiring June 30, 2026.

Agenda Item: IX.D.
Meeting Date: 06/20/2023

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Laura M. Williams, Clerk

DATE: 06/13/2023

SUBJECT: Appointments / Sandhills Area MPO Transportation Advisory Committee

REQUEST:

Appoint commissioner member and commissioner alternate member to the Sandhills Area Metropolitan Planning Organization Transportation Advisory Committee.

BACKGROUND:

The newly formed Sandhills Area MPO will have a Transportation Advisory Committee of elected officials from the jurisdictions included in the MPO. The Board is requested to appoint two commissioners to the MPO TAC, one as the primary member and one as the alternate member.

IMPLEMENTATION PLAN:

Appointment information will be provided to officials by the Clerk.

RECOMMENDATION SUMMARY:

Make a motion to appoint a commissioner as the member of the Sandhills Area MPO Transportation Advisory Committee.

Make a motion to appoint a commissioner as the alternate member of the Sandhills Area MPO Transportation Advisory Committee.

Agenda Item: IX.E.
Meeting Date: 06/20/2023

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Laura M. Williams, Clerk
DATE: 06/14/2023
SUBJECT: Appointments / RPO RTAC

REQUEST:

Appoint Rural Planning Organization (RPO) Rural Transportation Advisory Committee (RTAC) member.

BACKGROUND:

The RTAC membership includes elected officials from the local governments in the TARPO area and a representative of the NC Board of Transportation. The RTAC provides policy direction for the planning process, facilitates communication and coordination among member jurisdictions, and guides the development of a comprehensive transportation program for the rural area. Commissioner Quis has been serving in Moore County's seat and his current two-year term expires 6/30/2023.

IMPLEMENTATION PLAN:

Clerk will make notification of appointment.

RECOMMENDATION SUMMARY:

Make a motion to appoint a commissioner member of the RPO Rural Transportation Advisory Committee.

Agenda Item: IX.F.
Meeting Date: 06/20/2023

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Laura M. Williams, Clerk
DATE: 06/15/2023
SUBJECT: Appointments / Land Use Plan Steering Committee Positions
PRESENTER: Chairman Nick Picerno

REQUEST:

Establish Moore County Land Use Plan Steering Committee positions.

BACKGROUND:

The 2013 Moore County Land Use Plan is due for an update and the appointment of a steering committee is recommended to assist with the update. On June 15, 2023, the Moore County Land Use Plan/Unified Development Ordinance Task Force met and received feedback regarding recommended representation for the proposed steering committee, and the following positions were recommended:

- Member of MCBOC
- Member of MC Planning Board
- Member of Ag Advisory Board
- Member of Soil & Water Board
- Rep. of Homebuilders
- Municipal Rep. from MPO
- Municipal Rep. outside MPO
- Realtor
- Member of Greater Seven Lakes Community Council
- Conservation Group Rep.
- Moore County Schools Rep.
- Moore County Public Utilities Rep. (Ex-officio)
- Moore County Public Safety Rep. (Ex-officio)
- Moore County Planning Dept. Rep. (Ex-officio)
- Moore County Manager (Ex-officio)
- Moore County Attorney (Ex-officio)

IMPLEMENTATION PLAN:

Upon appointment, members will be notified, and staff will assist in facilitation of meetings.

RECOMMENDATION SUMMARY:

Make a motion to establish the Moore County Land Use Plan Steering Committee with representation from the following positions:

- Member of MCBOC
- Member of MC Planning Board
- Member of Ag Advisory Board
- Member of Soil & Water Board
- Rep. of Homebuilders
- Municipal Rep. from MPO
- Municipal Rep. outside MPO
- Realtor
- Member of Greater Seven Lakes Community Council
- Conservation Group Rep.
- Moore County Schools Rep.
- Moore County Public Utilities Rep. (Ex-officio)
- Moore County Public Safety Rep. (Ex-officio)
- Moore County Planning Dept. Rep. (Ex-officio)
- Moore County Manager (Ex-officio)
- Moore County Attorney (Ex-officio)